

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

1. SOLICITATION
NUMBER

SP0600-01-B-7000

2. (X one)

- | | |
|----------|---------------------|
| X | a. SEALED OFFER |
| | b. NEGOTIATED (RFP) |
| | c. NEGOTIATED (RFQ) |

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply non responsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Offers, Modifications of Offers or Withdrawal of Offers" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

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 opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

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
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222

BUYER/SYMBOL: Pam. Metzger, Cheryl Creason/DESC-PLC
EMAIL pmetzger@desc.dla.mil;
ccreason@desc.dla.mil

CUSTOMER ORGANIZED GROUP 7
PURCHASE PROGRAM: 3.27
FAX: 703-767-8506
PHONE: 703-767-9526; 703-767-9530
WEB PAGE: www.desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

PURCHASE PROGRAM 3.27, GASOLINE AND DISTILLATES FOR FEDERAL CIVILIAN AGENCIES IN THE STATES OF ARIZONIA, UTAH, NEVADA and CALIFORNIA

ORDERING PERIOD: 01 September 2001 through 31 August 2004

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 (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

X	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
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*****IMPORTANT INFORMATION****

A. OPENING: The scheduled OPENING date is 17 May 2001, 1:00 p.m., local time, Ft. Belvoir, Virginia. Facsimile OFFERS **are not** authorized.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)
Metzger, Pam - Creason, Cheryl

b. ADDRESS (Including Zip Code)
DEFENSE ENERGY SUPPORT CENTER
ATTN: DESC-PLC

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9526/9530

8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-B-7000	
DATE (YYMMDD)	LOCAL TIME
010517	1:00 PM

TO ATTN: Bid Custodian, Rm 3729
 Defense Energy Support Center
 ATTN: DESC-CPC, Room 3729
 8725 John J. Kingman Road, Suite 4950
 Ft. Belvoir, VA 22060-6222

B. This is a multiyear (three-year) solicitation for gasoline, gasohol, **distillate** and residual fuels. 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 I86.03, DELIVERY ORDER LIMITATIONS.

C. MASTER SOLICITATION: This is a Master Solicitation containing the terms and conditions essential for bidding this and all supplemental solicitations that may be issued for this program throughout the Ordering Period. Please use this document for reference.

D. BID OPENING: The scheduled OPENING DATE for receipt of bids is May 17, 2001 at 1:00 PM local (Ft. Belvoir, Virginia) time. FACSIMILE OFFERS ARE NOT PERMITTED. Submit all bids on the Price Data Sheets in the Offeror Submission Package. ALL BIDS MUST BE SIGNED.

E. ORDERING PERIOD: The Ordering period is from September 1, 2001 through August 31, 2004.

F. BID SUBMISSION: Submit as your bid an original plus one (1) copy of the Offeror Submission Package, Price Data Sheets, and any other applicable forms. Be sure to sign the Price Data Sheet and Block 30 of the Standard Form 1449. Failure to do so may render your bid nonresponsive. Ensure that the suite number to which you send your bid is #4950.

G. ECONOMIC PRICE ADJUSTMENT: See Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). The reference price publications to be used to escalate/de-escalate your prices have been selected by DESC. The Base Reference Date is March 26, 2001. Contract prices will change weekly based on changes in the publications, NOT BASED ON YOUR PRODUCT COSTS. After award, DESC will post updated weekly contract prices under "Doing Business with DESC" on the DESC homepage at www.desc.dla.mil.

H. FEDCIV: The SDB preference now applies to Federal Civilian Agencies. Please review Clause I240.01, NOTICE OF PRICE EVALUATION FOR SMALL DISADVANTAGE BUSINESS CONCERNS (Alt 1) located in the Offeror Submission Package and Clause I174.06, MANUFACTURING AND FILLING POINTS (UNRESTRICTED). Clause I174.06 requires that a SDB must agree to provide product only manufactured by a small business manufacturer/refinery if they wish to be considered for the evaluation preference under Clause I240.01. The SDB preference does not apply to the United States Postal Service (USPS). Price data sheets "DESC Form 2.16" (FOB Destination items) must be used by any SDB who wishes to receive a preference.

I. OXYGENATED/NON-OXYGENATED GASOLINE ITEMS: Prices for oxygenated/non-oxygenated items will be adjusted during the oxygenated and non-oxygenated periods to allow for the difference in reference prices between the two periods. See Clause C16.69-7 for specific oxygenated periods.

J. GASOHOL/GASOLINE ITEMS: If bidding on alternate GASOHOL/GASOLINE items, please be aware that bids may be submitted on gasohol or gasoline, or both. However, award will be made either to gasohol or gasoline based on the lowest overall 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." Please refer to clause B19.19 ECONOMIC PRICE ADJUSTMENT for escalation/de-escalation of RVP Requirements.

K. **ATTENTION BIDDERS**: DESC requests a careful review of Clause F1.09-2 DETERMINATION OF QUANTITY.

L. **TAX INFORMATION**: Applicability of various Federal, State, and Local taxes is governed by the following clauses:

I28.01	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
I28.03-2	TAX EXEMPTION CERTIFICATES

Please note that it is the offeror's responsibility to ensure all applicable taxes and fees are included or excluded from their bid price, as appropriate under aforementioned clauses. Defense Energy Support Center has a **State Fuel Tax Tabulation Listing** that can be access under the heading of Doing Business with DESC at www.desc.dla.mil. The taxes addressed in this listing are a guide and the accuracy is not guaranteed. The offeror is responsible for confirming the applicability of tax and tax rates with the state or local tax authority in question.

M. **CENTRAL CONTRACTOR REGISTRATION (CCR)** is required prior to contract award. Clause I1.07, **REQUIRED CENTRAL REGISTRATION**, requires contractors to register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is a central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractors register on a one-time basis and confirm on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via Internet at www.ccr2000.com.

N. **COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**: Please insert your CAGE code in Block 17a of SF1449, in the space marked "Facility Code." If you have a current Government contract and do not know your CAGE code is, please visit the CCR website in the paragraph above and search under your company name. The information that comes up will include your CAGE Code.

O. **DUNNS NUMBER**: Include your company Data Universal Numbering System Number on the Price Data Sheet of your Offeror Submission Package. This information will also be at the CCR website if you have registered.

P. Care should be taken to **mail correspondence** relating to this solicitation or resulting contract to the address in Block 9 of the SF 1449. Invoices and supporting documents are to be submitted in accordance, G150.06-1, **SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S)** and G150.11, **SUBMISSION OF INVOICES BY FACSIMILE**.

Q. **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.**

R. **ACKNOWLEDGEMENT OF AMENDMENTS: YOU MUST ACKNOWLEDGE RECEIPT OF ANY AMENDMENTS TO THIS SOLICITATION.** You may do this by signing and returning one (1) copy of the amendment.

S. POINTS OF CONTACT:

Small Business Information

Kathy Williams, Small Business Specialist
(800) 523-2601 or (703) 767-9465

Emergency Situations After Duty Hours

Command Control Center (CCC)
(703) 767-8420 or (800) 2 TOPOFF

Information Regarding Solicitation SP0600-01-R-0036: Pam Metzger (703) 767-9526
Ted Jones (703)-767-9535
Cheryl Creason (703)767-9530

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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 7) 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)

ITEM NUMBER	ESTIMATED QUANTITY	UI
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DEPARTMENT OF INTERIOR

CHINLE,
AZ, DI, BIA, NAVAJO INDIAN RESERVATION, BR OF ROADS
APACHE COUNTY
DELIVERY FEDAAC: 1481D8
ORDERING OFFICE: 520-674-5170

B12-68	DIESEL FUEL #2, LOW SULF (LS2)	60,000	GL
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TANK WAGON (TW), INTO
1/12,000 GALLON TANK
1/2,000 GALLON TANK
2/1,500 GALLON TANKS

CHINLE,
AZ, DI, BIA, COTTONWOOD DAY SCHOOL, CHINLE AGENCY, BR OF FACILITY
MGMT, APPROX 112 MI NW OF GALLUP, NM
APACHE COUNTY
DELIVERY FEDAAC: 1481F1
ORDERING OFFICE: 602-674-5201

B14-46	FUEL OIL, BURNER #2 (FS2) MAXIMUM SULFUR CONTENT 0.5%	60,000	GL
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TANK TRUCK (TT), INTO
1/8,500 GALLON TANK
1/2,000 GALLON TANK
TANKS ARE INTERCONNECTED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

B36-46 FUEL OIL, BURNER #2 (FS2) 45,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), INTO
1/10,000 GALLON BELOW GROUND TANK AT GENERATOR
BLDG
1/2,000 GALLON ABOVE GROUND TANK(S) AT WASTEWATER

TREATMENT PLANT
1/2,000 GALLON BELOW GROUND TANK AT ADMIN BLDG
1/1,000 GALLON BELOW GROUND TANK AT NPS RESIDENCE
1/800 GALLON ABOVE GROUND TANK(S) AT AUTO SHOP
2/600 GALLON BELOW GROUND TANK AT NPS RESIDENCE
10/550 GALLON ABOVE GROUND TANK(S) AT NPS
RESIDENCE
3/350 GALLON ABOVE GROUND TANK(S) AT NPS
RESIDENCE

KEAMS CANYON,
AZ, DI, BIA, HOPI INDIAN AGENCY
NAVAJO COUNTY
DELIVERY FEDAAC: 148165
ORDERING OFFICE: 520-738-5586

B44-70 DIESEL FUEL #2, HIGH SUL (HS2) 75,000 GL

TANK WAGON (TW), INTO
1/3,850 GALLON TANK
2/1,300 GALLON TANKS
1/2,500 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

LOW MOUNTAIN,
AZ, DI, BIA, BOARDING SCHOOL, BR OF FACILITY MGMT, 128 MI NW OF
GALLUP, NM
NAVAJO COUNTY
DELIVERY FEDAAC: 1481ES
ORDERING OFFICE: 520-674-5201

B52-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO
1/8,500 GALLON TANK
1/3,000 GALLON TANK

LUKACHUKAI,
AZ, DI, BIA, BOARDING SCHOOL, BR OF FACILITY MGMT, 100 MI NW OF
GALLUP, NM
APACHE COUNTY
DELIVERY FEDAAC: 1481E6
ORDERING OFFICE: 520-674-5201

B54-461 FUEL OIL, BURNER #2 (FS2) 90,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), W/100 FEET OF HOSE INTO
2/7,500 GALLON TANKS
1/5,000 GALLON TANK
2/4,000 GALLON TANKS
3/2,000 GALLON TANKS
DELIVERY TICKET REQUIRED
MULTIPLE DROP

B54-462 FUEL OIL, BURNER #2 (FS2) 60,000 GL
BURNER OIL #2 MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO
38/300 GALLON TANKS

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

MESA,
AZ, USPS, 85203-9998, MOUNTAIN VIEW STA., 2747 E. UNIVERSITY DR
MARICOPA COUNTY
DELIVERY FEDAAC: 188111
ORDERING OFFICE: 602-225-3343

B62-08 RFG REGULAR UNLEADED (MRR) 150,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

DEPARTMENT OF JUSTICE

NACO,
AZ, DJ, US BORDER PATROL, 2136 NACO HWY
COCHISE COUNTY
DELIVERY FEDAAC: 159438
ORDERING OFFICE: 520-432-5121

B64-24 GASOHOL, REG UNL (GUR) 613,200 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

B64-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B64-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

PHOENIX,
AZ, USPS, VMF, 85026-9721, 4949 E. VAN BUREN, (ENTER THRU GATE 1 ON
BUREN ST.)
MARICOPA COUNTY
DELIVERY FEDAAC: 188114
ORDERING OFFICE: 602-225-3343

B72-08 RFG REGULAR UNLEADED (MRR) 255,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK
DELIVERY MAY BE REQUIURED ON SATURDAYS

B72-68 DIESEL FUEL #2, LOW SULF (LS2) 1,930,000 GL

TANK TRUCK (TT), INTO
1/20,000 GALLON BELOW GROUND TANK

PHOENIX,
AZ, USPS, 85029-9998, SHAW BUTTE STA, 11208 N. 19 AVE
MARICOPA COUNTY
DELIVERY FEDAAC: 188161
ORDERING OFFICE: 602-225-3343

B78-08 RFG REGULAR UNLEADED (MRR) 98,700 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

ROCK POINT,
AZ, DI, BIA, SCHOOL, NAVAJO INDIAN RESERVATION, 150 MI NW OF GALLUP,
NM
APACHE COUNTY
DELIVERY FEDAAC: 1481E8
ORDERING OFFICE: 520-659-4222/4223

B98-461 FUEL OIL, BURNER #2 (FS2) 40,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/AUTOMATIC SHUT-OFF NOZZLE INTO
24/300 GALLON TANKS

B98-462 FUEL OIL, BURNER #2 (FS2) 80,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), INTO
2/5,500 GALLON TANKS
2/5,000 GALLON TANKS
DELIVERY TICKET REQUIRED FOR EACH DROP
MULTIPLE DROP

ROUGH ROCK,
AZ, DI, BIA, COMMUNITY SCHOOL, CHINLE AGENCY, BR OF FACILITY MGMT, 20
MI WEST OF MANY FARMS
APACHE COUNTY
DELIVERY FEDAAC: 1481V4
ORDERING OFFICE: 520-674-5201

C04-461 FUEL OIL, BURNER #2 (FS2) 135,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), INTO
31/300 GALLON TANKS

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

C04-462 FUEL OIL, BURNER #2 (FS2) 210,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), INTO
2/8,500 GALLON TANKS
1/4,000 GALLON TANK
1/2,000 GALLON TANK
DELIVERY TICKET REQUIRED FOR EACH DROP
MULTIPLE DROP

SEBA DALKAI,
AZ, DI, BIA, FT DEFIANCE AGENCY, BR OF FACILITY MGMT, SEBA DALKAI
BOARDING SCHOOL, 45 MI NE OF WINSLOW
NAVAJO COUNTY
DELIVERY FEDAAC: 1481S0
ORDERING OFFICE: 520-729-7308

C14-46 FUEL OIL, BURNER #2 (FS2) 36,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/ 8 FT LADDER INTO
2/2,000 GALLON TANKS
1/1,500 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

SHONTO,
AZ, DI, BIA, BOARDING SCHOOL, WESTERN NAVAJO AGENCY, BR OF FACILITY
MGMT, APPROX 51 MI NE OF TUBA CITY
NAVAJO COUNTY
DELIVERY FEDAAC: 1481J4
ORDERING OFFICE: 520-672-2652, EXT. 262/263

C22-461 FUEL OIL, BURNER #2 (FS2) 480,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), W/PUMP, 2" COUPLING AND 8 FT
LADDER INTO
4/8,500 GALLON TANKS
1/7,500 GALLON TANK
2/4,000 GALLON TANKS
1/1,500 GALLON TANK
DELIVERY TICKET REQUIRED
DELIVERY HOURS: 0800-1700
MULTIPLE DROP

C22-462 FUEL OIL, BURNER #2 (FS2) 114,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/2" COUPLINGS AND 8 FT LADDER
INTO
3/4,000 GALLON TANKS AT QUARTERS
18/300 GALLON TANKS AT QUARTERS
DELIVERY TICKET REQUIRED W/BLDG #
DELIVERY HOURS: 0800-1700

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

TEEC NOS POS,
AZ, DI, BIA, SHIPROCK AGENCY, BR OF FACILITY MGMT, BOARDING SCHOOL,
60 MI W OF FARMINGTON, NM
APACHE COUNTY
DELIVERY FEDAAC: 1481U7
ORDERING OFFICE: 505-368-3423

C26-46 FUEL OIL, BURNER #2 (FS2) 265,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), W/PUMP, 100 FOOT OF HOSE AND 8
FT
LADDER INTO
3/8,500 GALLON TANKS
2/3,500 GALLON TANKS
1/3,000 GALLON TANK
1/1,600 GALLON TANK
1/1,500 GALLON TANK
DELIVERY TICKET REQUIRED FOR EACH DROP
MULTIPLE DROP

TUBA CITY,
AZ, DI, BIA, WESTERN NAVAJO AGENCY, BR OF ROADS, TUBA CITY ROADS YARD
COCONINO COUNTY
DELIVERY FEDAAC: 1481K8
ORDERING OFFICE: 520-283-6345

C32-68 DIESEL FUEL #2, LOW SULF (LS2) 80,000 GL

TANK WAGON (TW), INTO
2/4,000 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF JUSTICE

WELLTON,
AZ, DJ, INS, BORDER PATROL, 29820 FRONTAGE RD
YUMA COUNTY
DELIVERY FEDAAC: 159404
ORDERING OFFICE: 520-782-9548

C40-24	GASOHOL, REG UNL (GUR)	90,000	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S)		
C40-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C40-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
C40-68	DIESEL FUEL #2, LOW SULF (LS2)	3,000	GL
	TANK WAGON (TW), INTO 1/500 GALLON TANK		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

HEALTH & HUMAN SERVICES

WHITERIVER,
AZ, HHS, PHS, IHS HOSPITAL, HWY 73, MILE POST 342
NAVAJO COUNTY
DELIVERY FEDAAC: 758125
ORDERING OFFICE: 520-338-4911, EXT 586

C42-46 FUEL OIL, BURNER #2 (FS2) 364,000 GL
MAXIMUM SULFUR CONTENT 0.5%

TANK TRUCK (TT), INTO
2/10,000 GALLON ABOVE GROUND TANK(S)
UTILIZE OWNERS FUEL TRANSFER PUMP
AVERAGE DELIVERY: 7,500 GALLONS
NOTE: DELIVERY EAST OF COOLING TOWER DRIVEWAY TO
EMERGENCY ENTRANCE TO EMERGENCY ROOM

DEPARTMENT OF INTERIOR

WHITERIVER,
AZ, DI, BIA, FT APACHE INDIAN AGENCY
NAVAJO COUNTY
DELIVERY FEDAAC: 148152
ORDERING OFFICE: 520-338-4364

C44-67 DIESEL FUEL #1, LOW SULF (LS1) 22,000 GL

TANK TRUCK (TT), W/PUMP AND 30 FT HOSE W/3 IN
ADAPTER INTO
4/12,000 GALLON TANKS
DELIVERY OCT - MAR

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

YUMA,
AZ, DI, BUR OF REC, YUMA PROJECTS OFFICE, 7301 CALLE AGUA SALADA
YUMA COUNTY
DELIVERY FEDAAC: 149407
ORDERING OFFICE: 520-343-8135

C52-24	GASOHOL, REG UNL (GUR)	150,000	GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON BELOW GROUND TANK		
C52-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK TRUCK (TT), INTO 1/15,000 GALLON BELOW GROUND TANK NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM C52-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		
C52-68	DIESEL FUEL #2, LOW SULF (LS2)	250,000	GL
	TANK TRUCK (TT), INTO 2/15,000 GALLON BELOW GROUND TANK		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

YUMA,
AZ, DI, BUR OF REC, YUMA PROJECTS OFFICE, 7301 CALLE AGUA SALADA
YUMA COUNTY
DELIVERY FEDAAC: 149407
ORDERING OFFICE: 520-343-8135

C52-681 DIESEL FUEL #2, LOW SULF (LS2) 1,500,000 GL

TANK TRUCK (TT), W/75 FT OF HOSE INTO
1/8,000 GALLON TANK ON A BARGE LOCATED AT RIVER
MILE 24
2/8,000 GALLON ABOVE GROUND TANK(S) LOCATED AT
RIVER MILE 23.3 ON ARIZONA SIDE OF THE COLORADO
RIVER
1/8,000 GALLON ABOVE GROUND TANK(S) LOCATED AT
RIVER MILE 25.1 ON ARIZONA SIDE OF THE COLORADO
RIVER
DELIVERY REQUIRED 24 HOURS AFTER RECEIPT OF ORDER
ROADS ARE GRAVEL AND/OR DIRT
MULTIPLE DROP

C52-682 DIESEL FUEL #2, LOW SULF (LS2) 108,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S) LOCATED AT
ARAZ DRAIN NORTH OF FREEWAY INTERSTATE 8 ON
CALIFORNIA SIDE OF THE COLORADO RIVER
ROADS ARE GRAVEL AND/OR DIRT

C52-683 DIESEL FUEL #2, LOW SULF (LS2) 108,000 GL

FOB ORIGIN (FOB), WITHIN A 15 MILE RADIUS INTO
2/950 GALLON GOV'T FURNISHED TRUCK(S) (TOP AND
BOTTOM LOADING). TRUCKS ARE CURRENTLY TOP
LOADING
AND ARE BEING RETROFITTED TO ALLOW BOTTOM
LOADING.

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

ASH MOUNTAIN,
CA, DI, NATL PK SVC, SEQUOIA AND KINGS CANYON NATL PARK, 8 MI NE OF
THREE RIVERS ON ST HWY #198
TULARE COUNTY
DELIVERY FEDAAC: 149102
ORDERING OFFICE: 559-565-3183

D14-46 FUEL OIL, BURNER #2 (FS2) 45,000 GL
MAXIMUM SULFUR CONTENT 0.2%

TANK WAGON (TW), INTO
2/3,000 GALLON TANKS

UNITED STATES POSTAL SERVICE

BAKERSFIELD,
CA, USPS, 93309-9996, STOCKDALE STA, 5601 STOCKDALE HWY
KERN COUNTY
DELIVERY FEDAAC: 189AKF
ORDERING OFFICE: 661-392-6194

D22-08 RFG REGULAR UNLEADED (MRR) 105,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK
DELIVERY HOURS: 10:00-1400 MONDAY THRU FRIDAY

BELL,
CA, USPS, VMF, 90201-6428, EAST GARAGE, 5553 BANDINI BLVD. 7 MI SE OF
LA
LOS ANGELES COUNTY
DELIVERY FEDAAC: 189JEQ
ORDERING OFFICE: 213-586-1900

D30-68 DIESEL FUEL #2, LOW SULF (LS2) 187,500 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AGRICULTURE

CALIFORNIA HOT SPRINGS,
CA, DA, FOR SVC, SEQUOIA NATL FOREST, UHL RANGER STA, 3 MI NE
TULARE COUNTY
DELIVERY FEDAAC: 129A24
ORDERING OFFICE: 209-784-1500

D78-08	RFG REGULAR UNLEADED (MRR)	33,000	GL
	TANK WAGON (TW), INTO 2/1,000 GALLON TANKS		

DEPARTMENT OF JUSTICE

CAMPO,
CA, DJ, INS, BORDER PATROL STA, HWY 94
SAN DIEGO COUNTY
DELIVERY FEDAAC: 159101
ORDERING OFFICE: 619-557-5030

D90-08	RFG REGULAR UNLEADED (MRR)	1,244,700	GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON ABOVE GROUND TANK(S)		

D90-68	DIESEL FUEL #2, LOW SULF (LS2)	128,800	GL
	TANK WAGON (TW), INTO 1/4,000 GALLON ABOVE GROUND TANK(S)		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

NATIONAL AERO & SPACE ADMINISTRATION

EDWARDS,
CA, NASA, DRYDEN FLIGHT RESEARCH CENTER
KERN COUNTY
DELIVERY FEDAAC: 809103
ORDERING OFFICE: 805-258-3263

E58-08	RFG REGULAR UNLEADED (MRR)	165,000	GL
	TANK WAGON (TW), INTO 1/6,000 GALLON TANK		

UNITED STATES POSTAL SERVICE

EL CAJON,
CA, USPS, 92020-9998, 401 W. LEXINGTON
SAN DIEGO COUNTY
DELIVERY FEDAAC: 189194
ORDERING OFFICE: 619-221-3191

E62-08	RFG REGULAR UNLEADED (MRR)	115,000	GL
	TANK TRUCK (TT), INTO 1/12,000 GALLON BELOW GROUND TANK DELIVERY TICKET REQUIRED		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF JUSTICE

EL CAJON,
CA, DJ, INS, BORDER PATROL STATION, 225 KENNEY STREET
SAN DIEGO COUNTY
DELIVERY FEDAAC: 1591C7
ORDERING OFFICE: 619-448-0525

E66-08 RFG REGULAR UNLEADED (MRR) 648,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANK

EL CENTRO,
CA, DJ, INS, PROCESSING CTR, 1115 NORTH IMPERIAL AVE
IMPERIAL COUNTY
DELIVERY FEDAAC: 159JAT
ORDERING OFFICE: 760-353-2170 EXT 165

E70-68 DIESEL FUEL #2, LOW SULF (LS2) 468,000 GL

TANK TRUCK (TT), W/PUMP INTO
1/12,000 GALLON TANK

EL CENTRO,
CA, DJ, INS, BORDER PATROL, 1111 NORTH IMPERIAL AVE
IMPERIAL COUNTY/EL CENTRO TOWNSHIP
DELIVERY FEDAAC: 1591B2
ORDERING OFFICE: 760-352-3241 EXT 164

E74-08 RFG REGULAR UNLEADED (MRR) 660,000 GL

TANK WAGON (TW), INTO
2/6,000 GALLON ABOVE GROUND TANK(S)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

FOLSOM
CA, DI, BUREAU OF RECLAMATION, 7794 FOLSOM DAM ROAD
SACRAMENTO COUNTY
DELIVERY FEDAAC: 149133
ORDERING OFFICE: 916-989-7240

E92-08	RFG REGULAR UNLEADED (MRR)	42,000	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON TANK		

E92-68	DIESEL FUEL #2, LOW SULF (LS2)	36,000	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON TANK		

DEPARTMENT OF AGRICULTURE

BIG BEAR LAKE,
CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, BIG BEAR RANGER STA, 3
MI EAST OF FAWNSKIN ON ST HWY #38
SAN BERNARDINO COUNTY
DELIVERY FEDAAC: 129A17
ORDERING OFFICE: 909-866-3437

E94-08	RFG REGULAR UNLEADED (MRR)	60,000	GL
	TANK WAGON (TW), INTO 1/1,000 GALLON TANK USAGE: APPROX 500 GALS PER WEEK DELIVERY REQUIRED EVERY 1 1/2 TO 2 WEEKS		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

FRESNO,
CA, USPS, VMF, 93706-7033, 1900 E ST
FRESNO COUNTY
DELIVERY FEDAAC: 1891YM
ORDERING OFFICE: 559-497-7778

F26-08 RFG REGULAR UNLEADED (MRR) 136,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

F26-68 DIESEL FUEL #2, LOW SULF (LS2) 203,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

DEPARTMENT OF AGRICULTURE

GEORGETOWN,
CA, DA, FOR SVC, ELDORADO NATL FOREST, GEORGETOWN RANGER STATION
EL DORADO COUNTY
DELIVERY FEDAAC: 1291V3
ORDERING OFFICE: 530-333-4312

F30-08 RFG REGULAR UNLEADED (MRR) 90,000 GL

TANK WAGON (TW), INTO
1/3,000 GALLON TANK

ITEM
NUMBERESTIMATED
QUANTITY UI-----
DEPARTMENT OF INTERIOR

LODGEPOLE/REDFIR,
CA, DI, NATL PK SVC, SEQUOIA AND KINGS CANYON NATL PARKS, 28 MI NE OF
THREE RIVERS, ST HWY #198
TULARE COUNTY
DELIVERY FEDAAC: 149102
ORDERING OFFICE: 559-565-3183

F86-07 RFG MIDGRADE UNLEADED (MMR) 60,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANK

F86-46 FUEL OIL, BURNER #2 (FS2) 42,000 GL
MAXIMUM SULFUR CONTENT 0.2%

TANK WAGON (TW), INTO
2/2,000 GALLON TANK

F86-68 DIESEL FUEL #2, LOW SULF (LS2) 45,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANK

DEPARTMENT OF JUSTICE

LOMPOC,
CA, DJ, PENITENTIARY, OFF HWY 146 ON SANTA LUCIA CANYON RD
SANTA BARBARA COUNTY
DELIVERY FEDAAC: 1591C5
ORDERING OFFICE: 805-736-3717

F90-08 RFG REGULAR UNLEADED (MRR) 222,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON TANK

ITEM NUMBER		ESTIMATED QUANTITY	UI
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DEPARTMENT OF JUSTICE

LOMPOC,
CA, DJ, PENITENTIARY, OFF HWY 146 ON SANTA LUCIA CANYON RD
SANTA BARBARA COUNTY
DELIVERY FEDAAC: 1591C5
ORDERING OFFICE: 805-736-3717

F90-68	DIESEL FUEL #2, LOW SULF (LS2)	112,000	GL
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TANK WAGON (TW), INTO
1/6,000 GALLON TANK FOR TRANSPORTATION MOTOR POOL
1/5,000 GALLON ABOVE GROUND TANK(S) FOR FARM
OPERATIONS

F90-70	DIESEL FUEL #2, HIGH SUL (HS2) BIOCIDE ADDITIVE REQUIRED TO INHIBIT ALGAE GROWTH	135,000	GL
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TANK WAGON (TW), INTO
1/2,000 GALLON TANK FOR TRANSPORTATION MOTOR POOL
1/1,000 GALLON ABOVE GROUND TANK(S) FOR FARM
OPERATIONS

UNITED STATES POSTAL SERVICE

LONG BEACH,
CA, USPS, VMF, 90809-9351, 2300 REDONDO AVE
LOS ANGELES COUNTY
DELIVERY FEDAAC: 1891YR
ORDERING OFFICE: 562-494-2400

F94-08	RFG REGULAR UNLEADED (MRR)	150,000	GL
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TANK TRUCK (TT), INTO
1/20,000 GALLON BELOW GROUND TANK

F94-68	DIESEL FUEL #2, LOW SULF (LS2)	225,000	GL
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TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

MINERAL,
CA, DI, NATL PARK SVC, LASSEN VOLCANIC NATL PARK
TEHAMA COUNTY
DELIVERY FEDAAC: 149101
ORDERING OFFICE: 916-595-4444

G34-08 RFG REGULAR UNLEADED (MRR) 70,000 GL

TANK WAGON (TW), INTO
1/3,000 GALLON TANK

G34-68 DIESEL FUEL #2, LOW SULF (LS2) 60,000 GL

TANK WAGON (TW), INTO
1/3,000 GALLON TANK

NATIONAL ARO & SPACE ADMINISRAT

MOFFETT FIELD,
CA, NASA, AMES RESEARCH CENTER
SANTA CLARA COUNTY
DELIVERY FEDAAC: 809101
ORDERING OFFICE: 650604696

G46-08 RFG REGULAR UNLEADED (MRR) 307,700 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK AT BLDG 161
(SOUTH GATE)
1/4,000 GALLON TANK AT BLDG 251 (MOTOR POOL)
DRIVER TO REPORT TO BLDG 251 FOR DIRECTIONS TO
TANKS
MULTIPLE DROP

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

NAPA
CA, DI, BUREAU OF RECLAMATION, LAKE BERRYESSA RESOURCE BRANCH, 5520
KNOXVILLE ROAD
NAPA COUNTY
DELIVERY FEDAAC: 1491V3
ORDERING OFFICE: 916-989-7240

G68-08 RFG REGULAR UNLEADED (MRR) 30,000 GL

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

G68-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

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

UNITED STATES POSTAL SERVICE

NEWPORT BEACH,
CA, USPS, 92660-9998, 1133 CAMELBACK
ORANGE COUNTY
DELIVERY FEDAAC: 18914N
ORDERING OFFICE: 714-842-2528

G70-08 RFG REGULAR UNLEADED (MRR) 148,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AGRICULTURE

NORTH FORK,
CA, DA, FOR SVC, SIERRA NATL FOR, MINARETS RANGER DIST, NORTH FORK
STATION, 45 MI NE OF FRESNO VIA ST HWY 41
MADERA COUNTY
DELIVERY FEDAAC: 129AHH
ORDERING OFFICE: 209-297-0706 EXT 4836

G74-08 RFG REGULAR UNLEADED (MRR) 120,000 GL

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

G74-68 DIESEL FUEL #2, LOW SULF (LS2) 54,000 GL

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

NORTH FORK,
CA, DA, FOR SVC, SIERRA NATL FOREST, MINARETS RANGER DIST, MINARETS
WORK CENTER, APPROX 45 MI NE
MADERA COUNTY
DELIVERY FEDAAC: 129AHH
ORDERING OFFICE: 209-297-0706 EXT 4836

G78-08 RFG REGULAR UNLEADED (MRR) 12,000 GL

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

G78-68 DIESEL FUEL #2, LOW SULF (LS2) 3,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

OAKLAND,
CA, USPS, VMF, 94615-9351, 1675 7TH ST
ALAMEDA COUNTY
DELIVERY FEDAAC: 189K11
ORDERING OFFICE: 510-874-8464

G86-68 DIESEL FUEL #2, LOW SULF (LS2) 1,000,000 GL

TANK TRUCK (TT), INTO
2/10,000 GALLON BELOW GROUND TANK
MULTIPLE DROP

OCEANSIDE,
CA, USPS, 92054-9998, 211 BROOKS ST
SAN DIEGO COUNTY
DELIVERY FEDAAC: 189A6S
ORDERING OFFICE: 619-674-0315

G94-08 RFG REGULAR UNLEADED (MRR) 90,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

OXNARD,
CA, USPS, VMF, 93030-9730, 1961 NORTH C ST
VENTURA COUNTY
DELIVERY FEDAAC: 189JHD
ORDERING OFFICE: 805-278-7657

H06-08 RFG REGULAR UNLEADED (MRR) 136,000 GL

TANK TRK/TRL (TTR), INTO
1/12,000 GALLON BELOW GROUND TANK

H06-68 DIESEL FUEL #2, LOW SULF (LS2) 55,000 GL

TANK TRUCK (TT), INTO
2/12,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF TRANSPORTATION

PETALUMA,
CA, DT, COAST GUARD TRAINING CENTER, 10 MI W, 94952-5000
SONOMA COUNTY
DELIVERY FEDAAC: Z61200
ORDERING OFFICE: 707-765-7281

H30-94 DIESEL FUEL, LS#2 (DYED) (LSS) 339,000 GL

TANK WAGON (TW), INTO
2/4,000 GALLON TANKS
1/2,000 GALLON TANK
1/1,000 GALLON TANK
6/250 GALLON TANKS
AUTOMATIC FILL

DEPARTMENT OF AGRICULTURE

PINEHURST,
CA, DA, FOR SVC, SEQUOIA NATL FOREST, PINEHURST RANGER STA
FRESNO COUNTY
DELIVERY FEDAAC: 129A21
ORDERING OFFICE: 209-784-1500

H34-08 RFG REGULAR UNLEADED (MRR) 51,000 GL

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

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

RED BLUFF
CA, DI, BUREAU OF RECLAMATION, 22500 ALTUBE AVE
TEHAMA COUNTY
DELIVERY FEDAAC: 149136
ORDERING OFFICE:

H65-08	RFG REGULAR UNLEADED (MRR)	13,500	GL
	TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK(S) APPROX 375 GALS PER MONTH		

H65-68	DIESEL FUEL #2, LOW SULF (LS2)	3,000	GL
	TANK WAGON (TW), INTO 1/500 GALLON ABOVE GROUND TANK(S) APPROX 84 GALS PER MONTH		

REDDING,
CA, DI, NATL PARK SVC, WHISKEYTOWN NATL REC AREA, 8 MI W ON 299W, L
AT OVERLOOK CONTACT STA 1/2 MI, TURN R TO HQ AREA
SHASTA COUNTY
DELIVERY FEDAAC: 149112
ORDERING OFFICE: 530-241-6584

H70-08	RFG REGULAR UNLEADED (MRR)	75,000	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON BELOW GROUND TANK		

H70-68	DIESEL FUEL #2, LOW SULF (LS2)	24,000	GL
	TANK WAGON (TW), INTO 1/2,000 GALLON BELOW GROUND TANK		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AGRICULTURE

SANGER,
CA, DA, FOR SVC, SIERRA NATL FOR, KINGS RIVER RAN DIST, TRIMMER STA
45 MI NE OF FRESNO VIA BELMONT AVE TRIMMER SP RD
FRESNO COUNTY
DELIVERY FEDAAC: 129A45
ORDERING OFFICE: 209-297-0706 EXT 4836

J30-08 RFG REGULAR UNLEADED (MRR) 69,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK

SAN BERNARDINO,
CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, LYTLE CREEK RANGER STA,
15 MI NW ON LYTLE CREEK RD
SAN BERNARDINO COUNTY
DELIVERY FEDAAC: 129A18
ORDERING OFFICE: 909-887-2576

J34-08 RFG REGULAR UNLEADED (MRR) 60,000 GL

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

SAN BERNARDINO,
CA, DA, FOR SVC, SAN BERNARDINO NATL FOREST, DEL ROSA WORK CTR, 4121
QUAIL CANYON RD, 2 MI NE ON DEL ROSA AVE
SAN BERNARDINO COUNTY
DELIVERY FEDAAC: 129A15
ORDERING OFFICE: 909-383-5655

J38-08 RFG REGULAR UNLEADED (MRR) 63,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF JUSTICE

SAN FRANCISCO,
CA, DJ, FBI, 450 7TH ST
SAN FRANCISCO COUNTY
DELIVERY FEDAAC: 159104
ORDERING OFFICE: 415-553-7652

J58-09 RFG PREMIUM UNLEADED (MPR) 330,000 GL

TANK WAGON (TW), INTO
2/12,000 GALLON BELOW GROUND TANK

UNITED STATES POSTAL SERVICE

SAN FRANCISCO,
CA, USPS, VMF, 94188-1448, 1300 EVANS AVE
SAN FRANCISCO COUNTY
DELIVERY FEDAAC: 189JJD
ORDERING OFFICE: 415-550-5235

J62-08 RFG REGULAR UNLEADED (MRR) 520,000 GL

TANK TRK/TRL (TTR), INTO
1/30,000 GALLON BELOW GROUND TANK
DELIVERY 24 HOURS A DAY, 7 DAYS A WEEK

J62-68 DIESEL FUEL #2, LOW SULF (LS2) 3,500,000 GL

TANK TRK/TRL (TTR), INTO
1/30,000 GALLON BELOW GROUND TANK
DELIVERY 24 HOURS A DAY, 7 DAYS A WEEK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

SAN MARCOS
CA, USPS, 92069-9998, 420 N. TWIN OAKS VALLEY ROAD
SAN DIEGO COUNTY
DELIVERY FEDAAC: 1891L1
ORDERING OFFICE: 619-674-0315

J73-08 RFG REGULAR UNLEADED (MRR) 80,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON TANK

SAN MATEO,
CA, USPS, 94402-9993, PENINSULA AUXILIARY GARAGE, 1630 S DELAWARE
STREET
SAN MATEO COUNTY
DELIVERY FEDAAC: 18917Q
ORDERING OFFICE: 415-341-8236

J74-08 RFG REGULAR UNLEADED (MRR) 300,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

SAN JOSE,
CA, USPS, 95101-7033, FLEET OPERATIONS, 1750 LUNDY AVE
SANTA CLARA COUNTY
DELIVERY FEDAAC: 1891ZE
ORDERING OFFICE: 408-437-6681

J78-08 RFG REGULAR UNLEADED (MRR) 225,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK
DELIVERY TICKET REQUIRED

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF JUSTICE

SAN YSIDRO,
CA, DJ, INS, 3752 BEYER BLVD
SAN DIEGO COUNTY
DELIVERY FEDAAC: 159101
ORDERING OFFICE: 619-662-7330 (GARAGE)

K06-08 RFG REGULAR UNLEADED (MRR) 300,500 GL

TANK TRUCK (TT), INTO
2/10,000 GALLON BELOW GROUND TANK
DELIVERY TICKET REQUIRED
NOTE: DELIVERY MAY BE REQUIRED ON A DAILY BASIS,
7 DAYS A WEEK INCLUDING HOLIDAYS.
MULTIPLE DROP

K06-68 DIESEL FUEL #2, LOW SULF (LS2) 500,000 GL

TANK WAGON (TW), INTO
1/10,000 GALLON BELOW GROUND TANK
NOTE: DELIVERY MAY BE REQUIRED ON A DAILY BASIS,
7 DAYS A WEEK INCLUDING HOLIDAYS.

DEPARTMENT OF AGRICULTURE

SAWYERS BAR
CA, DA, FOR SVC, KALMATH NATL FOREST, 35 MI SE OF YREKA
SISKIYOU COUNTY
DELIVERY FEDAAC: 1291X4
ORDERING OFFICE: 916-467-5757

K08-08 RFG REGULAR UNLEADED (MRR) 30,000 GL

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

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

SUNNYVALE,
CA, USPS, 94086-9998, 580 N MARY AVE
SANTA CLARA COUNTY
DELIVERY FEDAAC: 18919E
ORDERING OFFICE: 408-732-1404

K34-08 RFG REGULAR UNLEADED (MRR) 146,000 GL

TANK TRUCK (TT), INTO
1/10,000 GALLON BELOW GROUND TANK

TORRANCE,
CA, USPS, VMF, 90503-9993, 2510 MONTEREY STREET
LOS ANGELES COUNTY/TORRANCE TOWNSHIP
DELIVERY FEDAAC: 18919Q
ORDERING OFFICE: 310-328-9070

K50-08 RFG REGULAR UNLEADED (MRR) 129,700 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

DEPARTMENT OF INTERIOR

TULELAKE,
CA, DI, NATL PK SVC, LAVA BEDS NATL MON, 30 MI SW
SISKIYOU COUNTY
DELIVERY FEDAAC: 149108
ORDERING OFFICE: 530-667-2282

K54-08 RFG REGULAR UNLEADED (MRR) 30,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

TULELAKE,
CA, DI, FISH AND WILDLIFE SVC, TULELAKE NATL WILDLIFE REFUGE, HILL
ROAD, 5 1/2 MI W
SISKIYOU COUNTY
DELIVERY FEDAAC: 149168
ORDERING OFFICE: 530-667-2231

K58-08 RFG REGULAR UNLEADED (MRR) 45,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)

K58-70 DIESEL FUEL #2, HIGH SUL (HS2) 30,000 GL

TANK WAGON (TW), INTO
1/2,000 GALLON ABOVE GROUND TANK(S)

TULELAKE,
CA, DI, FISH AND WILDLIFE SVC, LOWER KLAMATH NATL WILDLIFE REFUGE,
HWY #161, 12 MI NW
SISKIYOU COUNTY
DELIVERY FEDAAC: 149168
ORDERING OFFICE: 530-667-2231

K62-08 RFG REGULAR UNLEADED (MRR) 21,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON ABOVE GROUND TANK(S)

K62-70 DIESEL FUEL #2, HIGH SUL (HS2) 51,000 GL

TANK WAGON (TW), INTO
1/1,000 GALLON ABOVE GROUND TANK(S)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

VETERANS AFFAIRS

WEST LOS ANGELES
CA, VA, MEDICAL CENTER, 11301 WILSHIRE BLVD
LOS ANGELES COUNTY
DELIVERY FEDAAC: 369101
ORDERING OFFICE: 310-824-4387

K92-08 RFG REGULAR UNLEADED (MRR) 30,000 GL

TANK WAGON (TW), INTO
1/2,500 GALLON BELOW GROUND TANK TANK #T-60

K92-94 DIESEL FUEL, LS#2 (DYED) (LSS) 45,000 GL

TANK TRUCK (TT), W/PUMP INTO
2/20,000 GALLON BELOW GROUND TANK #501
1/6,000 GALLON BELOW GROUND TANK #12
2/2,500 GALLON BELOW GROUND TANK #295 AND T60
1/1,000 GALLON BELOW GROUND TANK #204
3/1,000 GALLON ABOVE GROUND TANK(S) #205, 209 AND

257. THESE THREE TANKS REQUIRE A PUMPER TRUCK TO
OFF LOAD.
1/500 GALLON BELOW GROUND TANK #209
MULTIPLE DROP

ITEM ESTIMATED
 NUMBER QUANTITY UI

 DEPARTMENT OF INTERIOR

YOSEMITE NATL PARK,
 CA, DI, (EL PORTAL), NATL PK SVC, 18 MI W OF YOSEMITE VALLEY
 MARIPOSA COUNTY
 DELIVERY FEDAAC: 149103
 ORDERING OFFICE: 209-379-1040

L11-08 RFG REGULAR UNLEADED (MRR) 60,000 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON ABOVE GROUND TANK(S)

L11-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL
 MAXIMUM SULFUR CONTENT 0.5%

TANK WAGON (TW), W/150 FT HOSE INTO
 1/550 GALLON ABOVE GROUND TANK(S)

L11-68 DIESEL FUEL #2, LOW SULF (LS2) 60,000 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON ABOVE GROUND TANK(S)

L11-70 DIESEL FUEL #2, HIGH SUL (HS2) 108,000 GL

TANK WAGON (TW), W/2" KAMVALOCK (OPW) 1611
 ADAPTER INTO
 1/4,000 GALLON ABOVE GROUND TANK(S)

YOSEMITE NATL PARK,
 CA, DI, NATL PK SVC,(WAWONA), 27 MI S OF YOSEMITE VALLEY AND
 (CHINQUAPIN), 14 MI S OF YOSEMITE VALLEY
 MARIPOSA COUNTY
 DELIVERY FEDAAC: 149103
 ORDERING OFFICE: 209-375-9508

L14-08 RFG REGULAR UNLEADED (MRR) 90,900 GL

TANK WAGON (TW), W/VAPOR RECOVERY ADAPTER & 2
 INCH
 KAMVALOCK (OPW) 1611 ADAPTER INTO
 1/2,000 GALLON ABOVE GROUND TANK(S) AT WAWONA

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF INTERIOR

HALLS CROSSING,
UT, DI, NATL PK SVC, APPROX 90 MI W OF BLANDING, OFF U263
SAN JUAN COUNTY
DELIVERY FEDAAC: 148489
ORDERING OFFICE: 520-608-6510

N15-70 DIESEL FUEL #2, HIGH SUL (HS2) 300,000 GL

TANK TRUCK (TT), W/PUMP INTO
2/10,000 GALLON TANKS
DELIVERY TICKET REQUIRED
FOR EACH DROP (USED IN POWER GENERATORS)
MULTIPLE DROP

MONTICELLO,
UT, DI, NATL PARK SVC, CANYONLANDS NATL PARK, NEEDLES DIST, CAVE
SPRINGS, 50 MI NW
SAN JUAN COUNTY
DELIVERY FEDAAC: 148459
ORDERING OFFICE: 435-259-3911, EXT. 2114

N20-70 DIESEL FUEL #2, HIGH SUL (HS2) 30,000 GL

TANK WAGON (TW), INTO
1/9,000 GALLON TANK

UNITED STATES POSTAL SERVICE

OGDEN,
UT, USPS, VMF, 84401-9606, 3690 PACIFIC AVE
WEBER COUNTY
DELIVERY FEDAAC: 1884G4
ORDERING OFFICE: 801-627-4295

N25-24 GASOHOL, REG UNL (GUR) 110,000 GL

TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES POSTAL SERVICE

WEST VALLEY CITY,
UT, USPS, 84120-9998, 3490 S. 4400 WEST
SALT LAKE COUNTY
DELIVERY FEDAAC: 188452
ORDERING OFFICE: 801-974-2355

N55-24	GASOHOL, REG UNL (GUR) 87 MINIMUM AKI	120,000 GL
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TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK

N55-28	GASOLINE, REG UNL (MUR) 87 MINIMUM AKI	0 GL
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TANK TRUCK (TT), INTO
1/12,000 GALLON BELOW GROUND TANK
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
N55-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

L2.05-5 INSTRUCTIONS TO OFFERORS- COMMERCIAL ITEMS (PC&S) (DESC SEP 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 [X], is not [] a master solicitation for the CUSTOMER ORGANIZED GROUP (COG) 7 (3.27) 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 May 17, 2001. 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 NOT 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*

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

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

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers.

Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

L2.05-5 Cont'd

(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.

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

L2.05-5 Cont'd

(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.

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

11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 2000)**(a) INSPECTION/ACCEPTANCE.**

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

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

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

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

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

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

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

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

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

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

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

(i) PAYMENT. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

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

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

11.03-3 Cont'd

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

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

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

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

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

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

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

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

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

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

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

(1) The Government may delete a number of tanks and delivery locations from a single item that may alter the method of delivery from a combination of tank truck (TT) and tank wagon (TW) to predominantly TW deliveries. If, as a result of deletions, the primary method of delivery is changed so that increased delivery costs will be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increased delivery costs be incurred, the contract price will not be modified.

(2) The Government reserves the right to designate additional delivery points within the approximate same area of a specific item, provided that such additional deliveries are similar to those already under contract for the specific item. Should the Government designate additional delivery points, the Contractor shall not be liable to deliver if such deliveries would result in increased costs to the Contractor. In instances where increased costs would be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increase be incurred, additional delivery points shall be furnished at the contract price and without contract modification. All terms, conditions, and provisions of the contract shall apply to additional delivery points added during the term of the contract.

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)

(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), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must 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).

52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

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).

52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). [Alt I (42 U.S.C. 6962(i)(2)(C)).

52.225-1, Buy American Act- Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).

11.04 Cont'd

- 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).
- 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). Alt I.

(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 must check as appropriate.]

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

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).

- 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).

11.04 Cont'd

(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).

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)

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.

- | | | |
|-------------------------------------|--------------|--|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction (10 U.S.C. 2304) |
| <input checked="" type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582) |
| <input checked="" type="checkbox"/> | 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) |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (10 U.S.C. 2341 note) |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note) |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) |

11.04 Cont'd

- 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)

11.05 Cont'd

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.

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)

L44 PRICES (DESC DEC 1991)

(a) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(b) **FOR PC&S ONLY:** The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price.

Unit prices shall not exceed five digits to the right of the decimal (e.g., \$1.03045). Prices offered that consist of more than five digits to the right of the decimal will be rounded to five digits to the right of the decimal for award purposes.

(DESC 52.216-9F05)

L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

L54 SITE VISIT (DESC OCT 1992)

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

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

(DESC 52.237-9F05)

L63.19 NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)

(a) This clause applies to Federal Civil items only.

(b) The small disadvantaged business Price Evaluation Adjustment (SDB PEA) provided by the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause will be applied only through the end of Fiscal Year 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the PEA may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the PEA.

(DESC 52.219-9F06)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

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)

List of Attachments

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

<u>TITLE</u>	<u>LOCATION</u>
[X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X] SF 1449, SOLICITATION/ORDER OF COMMERCIAL ITEMS	PAGE 1
[X] ITEM LIST BY STATE	ATTACHED
[X] OFFEROR SUBMISSION PACKAGE	ATTACHED
[X] PRICE DATA SHEETS	ATTACHED
[X] SMALL BUSINESS AND SMALL DISADVANTAGE BUSINESS SUBCONTRACTING PLAN	ATTACHED
[X] BASE REFERENCE PRICES	ATTACHED

ADDENDUM #2**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 March 26, 2001. 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 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.

B19.19 Cont'd

(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:

OPIS - Oil Price Information Service PAD Reports - Average price for the city and product noted.

(DESC 52.216-9FW1)

REGION 7**PETROLEUM MARKET AREAS**

<u>State</u>	<u>Counties</u>
<u>Arizona</u>	<ul style="list-style-type: none"> A. Cochise, Graham, Greenlee, Pima, Santa Cruz B. Coconino, Gila, La Paz, Maricopa, Mohave, Pinal, Yavapai, Yuma C. Apache, Navajo
<u>California</u>	<ul style="list-style-type: none"> A. Imperial, Los Angeles, Orange, Riverside, San Bernadino, San Diego, San Luis Obispo, Santa Barbara, Ventura B. Fresno, Inyo, Kern, Kings, Madera, Mono, Tulare C. Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Plumas, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Tehama, Trinity, Tuolumne, Yuba D. El Dorado, Placer, Sacramento, Solano, Sutter, Yolo
<u>Nevada</u>	<ul style="list-style-type: none"> A. Clark, Lincoln, Nye B. Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe, Independent City of Carson City C. Elko, Eureka, White Pine
<u>Utah</u>	<ul style="list-style-type: none"> A. San Juan B. Beaver, Box Elder, Cache, Carbon, Daggett, Davis, Duchesne, Emery, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, Sanpete, Sevier, Summit, Tooele, Uintah, Utah, Wasatch, Washington, Wayne, Weber

GASOLINES*

<u>State</u>	<u>Market Area</u>	<u>Escalation Reference</u>
<u>Arizona</u>	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
<u>California**</u>	A	OPIS Los Angeles
	B	OPIS Bakersfield
	C	OPIS San Francisco
	D	OPIS Sacramento
<u>Nevada</u>	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
<u>Utah</u>	A	OPIS Four Corners Ref., FC
	B	OPIS Salt Lake City, UT

GENERAL GASOLINE 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

a) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.

b) 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

- a) 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.
- b) 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.
- c) Gasohol items, in areas where reformulated 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.
- d) 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 7**

- a) **OPIS Phoenix, AZ**--All regular, midgrade and premium unleaded gasoline items in the following Arizona Counties: **Maricopa Yavapai** should switch to the RFG MTBE 7.0 RVP gasoline reference the 1st Monday of May or when the RFG MTBE 7.0 RVP gasoline reference first becomes available and use the RFG MTBE 7.0 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference. All other gasoline items using the OPIS Phoenix, AZ reference should use the conventional price reference at all times.
- b) **OPIS Sparks/Reno, NV**--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 Sparks/Reno, NV should switch back to the conventional gasoline price reference.
- c) **OPIS Salt Lake City, UT**—All regular, midgrade, and premium unleaded gasoline 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 Salt Lake City, UT should switch back to the conventional gasoline prices reference.

****CALIFORNIA GASOLINE NOTES:**

- a) All California gasoline items will use either the OPIS CaRFG (2% Oxy) or the OPIS CaRFG (0% Oxy) price.
- b) All California gasoline items in areas where oxygenated California RFG is required year round, will use the CaRFG (2%Oxy) year round.
- c) All California gasoline items in areas where oxygenated California RFG is required only part of the year will use the CaRFG (2%oxy) during the period when oxygenated California RFG is required and will use the CaRFG (0%Oxy) when oxygenated gasoline is not required.

NO. 1 DISTILLATE HIGH AND LOW SULFUR*

<u>State</u>	<u>Market Area</u>	<u>Escalation Reference</u>
<u>Arizona</u>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Four Corners Ref., FC Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
<u>California</u>	A	OPIS Bakersfield Low Sulfur
	B	OPIS Bakersfield Low Sulfur
	C	OPIS Sparks/Reno, NV Low Sulfur
	D	OPIS Sparks/Reno, NV Low Sulfur
<u>Nevada</u>	A	OPIS Sparks/Reno Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT Low Sulfur
<u>Utah</u>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City Low Sulfur

* NOTE: Applies to DF1, DL1, Kerosene 1-K, Kerosene 2-K, Burner Oil No.1, LS1, HS1, DLW, LSW

NO. 2 DISTILLATE HIGH SULFUR*

<u>State</u>	<u>Market Area</u>	<u>Escalation Reference</u>
<u>Arizona</u>	A	OPIS Tucson Low Sulfur
	B	OPIS Phoenix Low Sulfur
	C	OPIS Four Corners Ref., FC Low Sulfur
<u>California</u>	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<u>Nevada</u>	A	OPIS Las Vegas Low Sulfur
	B	OPIS Sparks/Reno Low Sulfur
	C	OPIS Salt Lake City, UT
<u>Utah</u>	A	OPIS Four Corners Ref., FC Low Sulfur
	B	OPIS Salt Lake City

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

NO. 2 DISTILLATE LOW SULFUR*

<u>State</u>	<u>Market Area</u>	<u>Escalation Reference</u>
<u>Arizona</u>	A	OPIS Tucson
	B	OPIS Phoenix
	C	OPIS Four Corners Ref., FC
<u>California</u>	A	OPIS Los Angeles CARB
	B	OPIS Bakersfield CARB
	C	OPIS San Francisco CARB
	D	OPIS Sacramento CARB
<u>Nevada</u>	A	OPIS Las Vegas
	B	OPIS Sparks/Reno
	C	OPIS Salt Lake City, UT
<u>Utah</u>	A	OPIS Four Corners Ref., FC
	B	OPIS Salt Lake City

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

C16.69-7 SPECIFICATIONS (CONT'D) (COG 7) (DESC JUL 2000)

(a) **CALIFORNIA FEDERAL/STATE REFORMULATED GASOLINE REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to applicable Federal and State regulations. The requirements compiled below are based on information published by the U.S. Environmental Protection Agency (EPA) and by the California Air Resources Board (CARB) and reflect the impact of Federal and State regulations. These requirements are subject to change before or during the contract performance period.

(1) **GASOLINE REQUIREMENTS FOR ALL CALIFORNIA LOCATIONS.** All facilities in California shall be supplied reformulated gasoline year round that conforms to ASTM D 4814 as modified by the CARB Phase II gasoline requirements stated below:

<u>TEST</u>	<u>REQUIREMENTS</u>
Vapor Pressure	7.0 ppsi maximum
Total Sulfur content	80 ppm maximum by weight
Aromatic content	30 vol % maximum
Benzene content	1.20 vol % maximum
Olefin content	10.0 vol % maximum
Distillation temperature @ 50%	104°C (220°F) maximum
@ 90%	165°C (330°F) maximum

Oxygen content is limited seasonally and geographically as described in paragraph (2) below.

(2) **CALIFORNIA STATE OXYGENATION REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

C16.69-7 Cont'd

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
CALIFORNIA COUNTIES		
Amador, Calaveras, Del Norte, El Dorado (part), Humboldt, Lake, Lassen, Los Angeles (part), Mariposa, Mendocino, Modoc, Monterey, Nevada, Orange, Placer (part), Plumas, Riverside (part), San Benito, San Bernardino (part), Santa Cruz, Sierra, Siskiyou, Sonoma (part), Tuolumne, Trinity, and Ventura	Oct 1 – Feb 29 Mar 1 - Sep 30	1.8 Wt % min. - 2.7 Wt% max. 2.7 Wt% max.
Alameda, Alpine, Butte, Colusa, Contra Costa, El Dorado (part), Fresno, Glenn, Inyo, Kern (part), Kings, Madera, Marin, Merced, Mono, Napa, Placer (part), Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara, Shasta, Solano, Sonoma (part), Stanislaus, Sutter, Tehama, Tulare, Yolo, and Yuba	Oct 1 - Jan 31 Feb 1 - Sep 30	1.8 Wt % min. - 2.7 Wt% max. 2.7 Wt% max.
Imperial, Kern (part), Los Angeles (part), Riverside (part), San Bernardino (part), San Diego, San Luis Obispo, and Santa Barbara	Nov 1 – Feb 29 Mar 1 - Oct 31	1.8 Wt% min. - 2.7 Wt% max. 2.7 Wt% max.

(b) **CALIFORNIA DIESEL REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in California shall be supplied diesel fuel that conforms to Federal, State, and local regulations. CARB regulations stipulate that all diesel fuel (for both on-highway and off-highway use) supplied to facilities in California must conform to the following additional requirements:

- (1) **SULFUR CONTENT:** 0.05 weight percent maximum.
- (2) **AROMATIC CONTENT:**
 - (i) Shall be 10 percent maximum if product is sourced from a large refiner; or
 - (ii) Shall be 20 percent maximum if product is sourced from a small refiner; or
 - (iii) Product shall conform to a formulation certified by CARB.

(c) **GASOLINE REQUIREMENTS OUTSIDE OF CALIFORNIA.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The oxygenated gasoline requirements compiled below are based on information published by the EPA in the Federal Register (40 CFR Part 81.305) and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract performance period.

(1) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines. **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
ARIZONA COUNTIES		
Tucson	Oct 1 - Mar 31	1.8 Wt% minimum 5.7 to 10 vol % (ethanol)

C16.69-7 Cont'd

NEVADA COUNTIES

Clark (part) including the hydrographic basins containing the Las Vegas Valley, the El Dorado Valley, the Ivanpah Valley, the Boulder City limits, and any area within three (3) miles of any such hydrographic basins and which is within Clark County	Oct 1 – Mar 31	3.5 Wt % minimum
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The area of Clark County must also meet the below requirements from Nov 1 - 31 Mar:

Aromatics	30 vol % maximum
Sulfur	80 ppm maximum

Washoe	Oct 1 - Jan 31	2.7 Wt% minimum
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UTAH COUNTIES

Utah	Nov 1 – Feb 29	3.1 Wt% minimum (ethanol only)
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(2) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel. The Arizona counties listed below for reformulated gasoline must meet the below Arizona Cleaner Burning Gasoline requirements year round.

LOCATION

ARIZONA COUNTIES

Maricopa, Yavapai

<u>TEST</u>	<u>REQUIREMENTS (YEAR ROUND)</u>
Sulfur	500 ppm max. by weight
Aromatic content	50 vol % max.
Olefin content	25 vol % max.
Vapor Pressure	Oct 1 to Mar 31 - 9.0 ppsi max. April - 10 ppsi max. May - 9 ppsi max. June 1 to Sep 30 - 7.0 ppsi max.
Oxygen content	limited seasonally
Nov 1 - Mar 31	3.5 Wt% min. (ethanol)
Apr 1 - Oct 31	no oxygen content

NOTE: Beginning in the winter months of 2000 (Nov 1 - Mar 31), no other oxygen other than ethanol can be used to attain any oxygen requirements that may be required for the oxygenated or reformulated programs.

(DESC 52.246-9FAA)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. (DESC 52.246-9FQ1)

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.

E18.01 INSPECTION SYSTEM (DESC DEC 1993)

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

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

(DESC 52.246-9F95)

E35.02 Cont'd

(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)

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)**(a) SOURCE RESTRICTION.**

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.

(2) At the time the change becomes effective--

- (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
- (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

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

IMPORTANT NOTE on EPA TESTING OF UNDERGROUND TANKS. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

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

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

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

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

F1.01-1 Cont'd

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

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

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

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

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

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

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

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

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
(DESC 52.247-9FH5)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack meter ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

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.

F1.09-2 Cont'd

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the 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.

F1.09-2 Cont'd

(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.

(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)

F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9FJ5)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

- (1) Ordering period begins: 01 September and ends: 31 August 2004.
 (2) Delivery period begins: 01 September and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)

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

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

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

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

(a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).

(b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

F105 VARIATION IN QUANTITY (APR 1984)

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

- (b) The permissible variation shall be limited to--
10 Percent increase
10 Percent decrease

This increase or decrease shall apply to **each delivery order**.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

II.01-1**DEFINITIONS (DESC FEB 1998)**

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

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

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

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

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

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

(DESC 52.202-9F10)

II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
FAR/DFARS: <http://www-far.npr.gov>
DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

II.20-1 Cont'd

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE	DATED
L3.03	FAR 52.214-7	LATE SUBMISSIONS, MODIFIDCATIONS, AND WITHDRAWALS OF BIDS	(NOV 1999)
L4.04	FAR 52.214-10	CONTRACT AWARD-SEALED BIDDING	(JUL 1990)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS	(SEP 1999)

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE	DATED
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	(AUG 1996)
F105	FAR 52.211-16	VARIATION IN QUANTITY (b) 10 Percent increase 10 Percent decrease This increase or decrease shall apply to each delivery order .	(APR 1984)
G9.09-1	FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
G9.13	FAR 52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	(MAY 1999)
I1.04	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (b) ? 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). ? 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waiver the preference, it shall so indicate in its offer). ? 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)). ? 52.219-23, 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. ? 52.222-21, 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). ? 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).	(JUL 2000)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE	DATED
I1.05	DFARS 252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (b) ? 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 ? 252.225-7036 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 ? 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410	(MAR 2000)
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 1998)
I1.22-1	FAR 52.203-8	CANCELLATION, RECISSEON, RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
I11.04	FAR 52.242-13	BANKRUPTCY	(JUL 1995)
I27	FAR 52.203-3	GRATUITIES	(APR 1984)
I33	FAR 52.232-17	INTEREST	(JUN 1996)
I84	FAR 52.216-21	REQUIREMENTS (f) <u>30 DAYS AFTER EXPIRATION OF THE ORDERING PERIOD</u>	(OCT 1995)
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	(JAN 1999)
I190.05	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(APR 1998)
I211	FAR 52.216-18	ORDERING (a) <u>Date of Award</u> through <u>31 August 2004</u>	(OCT 1995)

(DESC 52.252-9F08)

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

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving-

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

128.02-2 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.

(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)

I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates. Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

(b) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

THE FOLLOWING CLAUSE APPLIES ONLY TO UNRESTRICTED ITEMS AND, IF APPLICABLE, ANY TOTAL SMALL BUSINESS SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

(FAR 52.216-21)

I86.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:

(1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;

(2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or

(3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.

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

(d) Notwithstanding the foregoing, the Contractor shall honor any order received that exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.

(e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9FK1)

I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)

(a) This clause does not apply to small business concerns.

(b) **DEFINITIONS.**

(1) **Commercial product**, as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product that, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

(2) **Subcontract**, as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contracting or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentage of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns; and

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns

I171.01-2 Cont'd

- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns;
 - (iv) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns, and
 - (iv) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause in this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, following the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
 - (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists, (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether HUBZone small business were solicited and, if not, why not;
 - (C) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (D) Whether women-owned small business concerns were solicited and if not, why not, and
 - (E) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact--
 - (A) Trade associations;
 - (B) Business development organizations, and
 - (C) Conferences and trade fairs to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business sources.

I171.01-2 Cont'd

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrent of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year or by an agency satisfactory to the Contracting Officer.

(3) The approval plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliances of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled UTILIZATION OF SMALL BUSINESS CONCERNS; or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) **STANDARD FORM 295, SUMMARY SUBCONTRACT REPORT.** This report encompasses all the contracts with the awarding agency. It must be submitted semiannually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(FAR 52.219-9/ALT II)

I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)

(a) **This clause only applies to Federal Civil items that may be contained in this solicitation.**

(b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.

(d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:

- (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)

I179 ALLOCATION (DESC JUL 1995)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I179 Cont'd

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

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

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

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I190.05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(FAR 52.223-5)

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

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

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

(DESC 52.223-9F06)

1209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

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

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

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

(DESC 52.217-9F20)

<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>						
---ARIZONA---		C24-24	219,000	E02-07	30,000	G06-08	127,500
B12-68	60,000	C24-28	***	E34-08	192,000	G18-08	37,000
B14-46	60,000	C26-46	265,000	E38-08	100,000	G30-08	30,000
B16-24	600,000	C32-68	80,000	E38-68	70,000	G34-08	70,000
B16-28	***	C34-28	180,000	E50-08	61,200	G34-68	60,000
B16-68	45,000	C34-68	90,000	E50-68	18,000	G46-08	307,700
B24-24	675,000	C36-28	90,000	E54-08	39,000	G46-68	144,000
B24-28	***	C40-24	90,000	E58-08	165,000	G50-08	100,000
B30-69	36,000	C40-28	***	E62-08	115,000	G51-08	76,000
B34-24	186,000	C40-68	3,000	E66-08	648,000	G54-08	90,000
B34-28	***	C42-46	364,000	E70-08	468,000	G64-08	31,500
B34-46	358,000	C44-67	22,000	E74-08	660,000	G68-08	30,000
B34-67	63,000	C44-68	40,000	E82-08	36,600	G68-68	30,000
B34-68	251,000	C46-67	28,000	E90-08	90,000	G70-08	148,000
B36-24	47,000	C48-68	28,000	E92-08	42,000	G74-08	120,000
B36-28	***	C50-24	198,000	E92-68	36,000	G74-68	54,000
B36-46	45,000	C50-28	***	E94-08	60,000	G78-08	12,000
B44-70	75,000	C52-24	150,000	F14-08	102,000	G78-68	3,000
B52-46	30,000	C52-28	***	F18-08	37,000	G78-70	15,000
B54-461	90,000	C52-68	250,000	F22-08	102,000	G82-08	78,000
B54-462	60,000	C52-681	1,500,000	F26-08	136,000	G86-08	250,000
B62-08	150,000	C52-682	108,000	F26-68	203,000	G86-68	1,000,000
B64-24	613,200	C52-683	108,000	F30-08	90,000	G94-08	90,000
B64-28	***	C54-24	50,000	F38-07	60,600	H06-08	136,000
B68-24	1,800,000	C54-28	***	F38-46	10,000	H06-68	55,000
B68-28	***	C56-24	750,000	F38-68	39,000	H10-08	150,000
B70-08	80,000	C56-28	***	F46-08	57,700	H14-08	215,000
B70-68	50,000	C56-68	25,000	F50-08	225,000	H30-94	339,000
B72-08	255,000	---CALIFORNIA---		F58-08	49,000	H34-08	51,000
B72-68	1,930,000	D10-08	110,000	F64-08	90,000	H46-68	61,000
B78-08	98,700	D14-07	105,000	F74-08	77,200	H54-08	80,000
B84-08	149,200	D14-46	45,000	F78-08	330,000	H58-08	150,000
B86-08	105,000	D22-08	105,000	F82-08	30,000	H65-08	13,500
B86-68	60,000	D30-68	187,500	F82-46	30,000	H65-68	3,000
B92-68	60,000	D42-08	30,000	F86-07	60,000	H70-08	75,000
B96-24	225,000	D44-08	60,000	F86-46	42,000	H70-68	24,000
B96-28	***	D46-07	45,000	F86-68	45,000	H74-08	54,000
B96-68	225,000	D46-68	32,000	F90-08	222,000	H78-08	36,000
B98-461	40,000	D50-08	80,000	F90-68	112,000	H82-08	80,000
B98-462	80,000	D50-68	60,000	F90-70	135,000	H82-68	210,000
C04-461	135,000	D62-08	1,110,000	F94-08	150,000	H86-08	60,000
C04-462	210,000	D74-08	600,000	F94-68	225,000	H86-68	33,000
C14-46	36,000	D78-08	33,000	F98-08	88,000	H90-08	79,700
C22-461	480,000	D90-08	1,244,700	G02-08	378,000	H98-68	120,000
C22-462	114,000	D90-68	128,800	G02-68	1,365,000	J02-08	96,000

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE

<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>	<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>
J06-08	165,000	K86-09	165,000
J10-08	240,000	K89-08	25,000
J14-08	69,000	K89-68	17,000
J14-68	72,000	K89-94	5,000
J19-08	225,000	K90-08	260,000
J19-68	392,000	K92-08	30,000
J30-08	69,000	K92-94	45,000
J34-08	60,000	K98-08	152,000
J38-08	63,000	L10-46	81,000
J42-08	80,000	L11-08	60,000
J46-08	130,000	L11-46	30,000
J46-68	520,000	L11-68	60,000
J50-08	120,000	L11-70	108,000
J50-68	740,000	L14-08	90,900
J54-08	51,000	L14-68	108,000
J54-68	7,500	L18-08	88,500
J56-08	616,500	L18-68	46,200
J58-09	330,000	---	---
J62-08	520,000	---	---
J62-68	3,500,000	M07-19	48,000
J73-08	80,000	M07-26	***
J74-08	300,000	M40-24	200,000
J78-08	225,000	M40-28	***
J78-68	390,000	M40-68	565,000
J98-08	91,000	M45-94	76,000
J98-68	70,000	---	---
K06-08	300,500	N15-70	300,000
K06-68	500,000	N20-70	30,000
K08-08	30,000	N25-24	110,000
K08-70	25,000	N25-28	***
K15-08	30,000	N26-24	100,000
K15-68	30,000	N26-28	***
K22-08	75,000	N30-24	165,000
K30-08	60,000	N30-28	***
K34-08	146,000	N32-24	60,000
K50-08	129,700	N32-28	***
K54-08	30,000	N40-24	65,000
K58-08	45,000	N40-28	***
K58-70	30,000	N45-24	90,000
K62-08	21,000	N45-28	***
K62-70	51,000	N50-24	105,000
K66-08	90,000	N50-28	***
K66-68	27,000	N50-67	20,400
K82-08	70,000	N55-24	120,000
K86 08	660,000	N55-28	***

*** THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE