

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

1. SOLICITATION
NUMBER

SP0600-99-R-9000-0001

2. (X one)

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." NOTE: The new title of clause L3.02 is "LATE SUBMISSIONS, MODIFICATIONS 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)

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

BUYER: MICHELLE SMITH
PHONE: (703) 767-9533
FAX: (703) 767-8506
mmsmith@desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

DISTILLATE FUELS, JET FUELS, REGULAR UNLEADED GASOLINE
PURCHASE PROGRAM: 3.9 ALASKA PC&S
ORDERING PERIOD: MARCH 1, 2001 THROUGH SEPTEMBER 30, 2001
FOB DESTINATION TO MILITARY AND FEDERAL CIVILIAN AGENCIES IN SHEMYA, KING SALMON, AND ATTU, ALASKA

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.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

*****ATTENTION ALL OFFERORS*****

A. **TIMELY OFFERS:** Offers should be received by January 16, 2001, 3:00 p.m. local time, Fort Belvoir, Virginia. Please reference Clause L2.05-5, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S), paragraph (g)(2).

B. **FACSIMILE OFFERS:** Facsimile submission of offers for this solicitatin is acceptable. Reference Clause L2.11-2, FACSIMILE OFFERS. DESC-PLC's facsimile number is (703) 767-8506.

C. **CERTIFICATIONS:** Please complete and submit the forms contained in the Offer Submission Package. A fully executed Offer Submission Package must be submitted prior to revised proposal revisions.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

SMITH, MICHELLE

b. ADDRESS (Including Zip Code)

DEFENSE ENERGY SUPPORT CENTER
ATTN: DFSC-PLC

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9533

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

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-99-R-9000-0001	
DATE (YYMMDD)	LOCAL TIME
010116	3:00 PM

TO Defense Fuel Supply Center
ATTN: DFSC-CPC, Room 3729
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

D. This is a supplemental Solicitation to Master Solicitation SP0600-99-R-9000. The terms and conditions of solicitation SP0600-99-R-9000, as amended, are incorporated by reference except as indicated herein. **ALL OFFERORS SHALL INCLUDE THE STATEMENT THAT THE "OFFEROR AGREES TO THE TERMS AND CONDITIONS OF SP0600-99-R-9000 AND ALL AMENDMENTS THERETO.**

E. A copy of Solicitation SP0600-99-R-9000 can be downloaded from DESC's webpage at <http://www.desc.dla.mil/main/p/grfuels/alaska.htm> or you can contact the contract specialist, Michelle Smith, at 703-767-9533, fax 703-767-8506, or e-mail mmsmith@desc.dla.mil.

F. See Clause B1.05 for a revised schedule.

G. **BASE REFERENCE DATE:** December 11, 2000

H. The following clauses are hereby deleted:

- L2.01-2 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (COAL) (DESC OCT 1999)
- L2.29 MASTER SOLICITATION (DESC JUN 1997)
- L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

I. The following clauses are revised and the full text is provided:

- B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)
- B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII) (DESC JUL 1999)
- C1.02 DODISS SPECIFICATIONS (DESC AUG 2000)
- C16.68 SPECIFICATIONS (PC&S) (ALASKA/AF SITES) (DESC JUL 1999)
- E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)
- E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)
- F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)
- G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
- G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC OCT 2000)
- G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) (DESC AUG 2000)
- I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUGUST 2000)
- I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)
- I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)
- I28.03-2 TAX EXEMPTION CERTIFICATES (DESC JUL 1999)

- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (FEB 2000/OCT 1998/JAN 1999)
- L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)
- M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)

J. The following clauses are hereby added:

- B22.04 PRICES (PC&S) (DESC AUG 1990)
- C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC JUL 2000)
- E12 POINT OF ACCEPTANCE (DESC MAY 1969)
- E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)
- E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC MAR 2000)
- G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)
- G3.01 PAYMENT DUE DATE (DESC OCT 1988)
- G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC OCT 2000)
- I190.06 MATERIAL SAFETY DATA SHEETS - COMMERCIAL ITEMS (DESC MAR 2000)
- I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)
- L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)
- L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD
- M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC MAR 1999)

K. Any questions regarding Small and Small Disadvantaged Business should be directed to Ms. Kathy S. Williams, Small Business Specialist, at 703-767-9465.

L. **BEST OVERALL VALUE**: Please be advised that the Government will be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror's record of past performance, the offeror's commitment to using small, small disadvantaged, and women-owned small businesses in the performance of any resultant contract, as well as price and other price related factors. All offerors are required to complete the Contractor Performance Data Sheet (Attachment 1) and to submit a written socioeconomic plan. For more information, your attention is invited to the following clauses:

L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION and M72.02, EVALUATION FACTORS FOR BEST OVERALL VALUE

M. SMALL DISADVANTAGED BUSINESS (SDB) AND HUBZONE PRICE EVALUATION PREFERENCE:

1. Pursuant to Subsection 232(e)(3) of Title 10, United States Code, the SDB Price Evaluation Preference is currently suspended for DoD acquisitions effective February 24, 2000 through February 23, 2001.
2. To receive the HUBZone evaluation preference, an offeror must appear on the Small business Administration (SBA) List of Qualified HUBZone Small Business Concerns at the time of offer submission, AND the product offered must be obtained from a manufacturer located in a HUBZone.
3. **RESPONSIBILITY FOR GETTING ON THE SBA HUBZONE APPROVED LIST REST SOLELY WITH THE OFFEROR.** Further information regarding the SBA list and requirements may be obtained at the SBA web site at <http://www.sba.gov.hubzone/>.

N. Any contract awarded to an offeror who, at the time of award, was suspended, ineligible, or debarred from receipt of a contract with U.S. Government agencies, or in receipt of a notice of proposed debarment from any U.S. Government agency, is voidable at the option of the Government.

O. It is the offeror's responsibility to review all of the terms and conditions of the solicitation in their entirety. For clarification, explanations, or additional information, please contact the Contract Specialist, Michelle Smith, at (703) 767-9533, e-mail mmsmith@desc.dla.mil.

SUBMISSION OF OFFERS

OFFERS MAY BE FAXED OR MAILED TO THE FOLLOWING:

FAX: (703) 767-8506
ATTN: Bid Custodian
DESC-CPC
SPO600-99-R-9000-0001

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

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SCHEDULE**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)**

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

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

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

ITEM NUMBER	SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY	ONE-YEAR EST. QUANTITY
	<p>KING SALMON, AK, USAF, LATITUDE/LONGITUDE: 58-41N/156-39W LOCATION NARRATIVE ANCHOR CHARACTERISTICS: IN 35-40 FT OFF MOUTH OF NAKNEK RIVER. APPROACH CHANNEL HAS DEPTHS OF 33-60 FT. S. NAKNEK: DOCK AT CANNERY. NOT GUARENTEED. SANDY BEACH. BEACH/PIER CONDITONS: UTILIZE DOCK AT VILLAGE CANNERY WHARVES ALONG NAKNEK RIVER BARE ALONGSIDE AT LOW WATER. S. NAKNEK: GRAVEL/SILT. SMALL LIGHTERAGE. ROAD CHARACTERISTICS: PAVED S. NAKNEK: 5 MILE BEACH TO VILLAGE. ROAD IS ROUGH. DISCHARGE METHOD: NO PIPELINE. MUST BE TRUCKED. DELIVERY DODAAC: FP5007 BILLING DODAAC: FP5007 ORDERING OFFICE: 907-552-9993 ALT ORDERING OFFICE: 907-552-2941</p>	
774-90	<p>TURBINE FUEL, AVIATION (JP8) BARGE (BRG), AND TRUCK INTO 3/1,000,000 GALLON BELOW GROUND TANK(S) ESTIMATED DELIVERY PERIOD: JUN-SEP 2001</p>	800,000 GL

B1.05 (CONT'D)

ITEM NUMBER	SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY	ONE-YEAR EST. QUANTITY
	<p>SHEMYA, AK, USAF, EARECKSON AIR STATION LOCATION, NARRATIVE - ANCHOR CHARACTERISTICS: 1 MILE; BEACH CONDITION: 350 FT DOCK AVAILABLE FOR MOORING AND CARGO OFF-LOADING. WHEELED VEHICLES CAN BE USED. ROAD CHARACTERISTICS: GOOD ACCESS ROAD FROM TERMINAL TO WAREHOUSE AREAS WITHIN 1 MILE OF DOCK; POL DISCHARGE METHOD: NO PIPELINE FOR MOGAS. MOGAS MUST BE TRUCKED. PIPELINE AVAILABLE FOR JP8. DELIVERY DODAAC: ORDERING OFFICE: 907-552-9993 OR 2941</p>	
795-28	<p>GASOLINE, REG UNL (MUR) BARGE (BRG), TANK TRUCK W/2 1/2 INCH COUPLER TO OFF LOAD INTO 2/30,000 GALLON ABOVE GROUND TANK(S) (SKID MOUNTED) TANK TRUCKS WILL HAVE TO TRAVEL APPROX. 1 MILE TO NEW TANK SITE ESTIMATED DELIVERY PERIOD: JUN-SEP 2001</p>	20,000 GL
795-90	<p>TURBINE FUEL, AVIATION (JP8) BARGE (BRG), PRODUCT WILL BE PIPELINED FROM THE DOCK TO THREE TANKS INTO 2/2,300,000 GALLON ABOVE GROUND TANK(S) (SKID MOUNTED) 1/1,000,000 GALLON ABOVE GROUND TANK(S) ESTIMATED DELIVERY PERIOD: JUN-SEP 2001</p>	4,300,000 GL
	<p>ATTU, AK, USCG, ANCHOR CHARACTERISTICS: ANCHOR OFFSHORE 200 YARDS; DOCK USABLE. HOSE RUN OUT FROM BARGE. BEACH CONDITIONS: GRAVEL; ROAD CHARACTERISTICS: GRAVEL, DISTANCE 3/4 MILE. POL DISCHARGE METHOD: DFA - 4" DIAMETER BEACH TERMINAL. TYPICAL EQUIPMENT: LARGE, MEDIUM AND/OR SMALL SIZE LIGHTERS/BARGES DELIVERY FEDAAC: ORDERING OFFICE: 907-392-3315 EXT 303 OR 0</p>	
A20-34	<p>DIESEL FUEL #2 (DF2) BARGE (BRG), 2/300 FT HOSE AND CONNECTIONS INTO 5/32,000 GALLON ABOVE GROUND TANK(S) 4/30,000 GALLON ABOVE GROUND TANK(S) 3/25,000 GALLON ABOVE GROUND TANK(S) ESTIMATED DELIVERY PERIOD IS EARLY AUG 2001 ESCORT REQUIRED</p>	247,000 GL

(DESC 52.207-9F55)

PREAWARD

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (FEB 2000/OCT 1998/JAN 1999)

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

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

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

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

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

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

(4) **TYPE OF ORGANIZATION.**

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: _____.

(5) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name _____

TIN _____

K1.01-10 (CONT'D)

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

- is
- is not

a small business concern.

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

- is
- is not

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

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

- is
- is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

- is

a woman owned business concern.

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

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

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

- is
- is not

an emerging small business.

K1.01-10 (CONT'D)

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

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

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

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

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

(A) It--

- is
- is not

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

(B) It--

- has
- has not

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

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

K1.01-10 (CONT'D)

(8) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

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

(i) It--

- is
- is not

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

(ii) It--

- is
- is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.)

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

K1.01-10 (CONT'D)

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

[] has

[] has not

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

(ii) It--

[] has

[] has not

filed all required compliance reports.

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

(i) It--

[] has developed and has on file

[] has not developed and does not have on file

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

(ii) It--

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

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

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

K1.01-10 (CONT'D)

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

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

K1.01-10 (CONT'D)

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

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

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

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

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

(iv) The offeror certifies that the following supplies are other foreign end products:

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

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

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

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

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

- [] are
[] are not

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

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

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

- [] are or
[] are not

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

(FAR 52.212-3/Alts I/III)

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

(2) The initial opening/closing date for the solicitation is January 16, 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 are authorized for this solicitation.

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

(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.

L2.05-5 (CONT'D)

(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.

(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.

L2.05-5 (CONT'D)

- (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)

POSTAWARD**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 2000)**

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

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

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

[Contracting Officer shall check as appropriate.]

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

52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

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

52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). Alt I. Alt II.

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

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

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

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

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

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

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

52.222-26, Equal Opportunity (E.O. 11246).

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

52.223-9, 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).

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.

II.04 (CONT'D)

- [] 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 shall check as appropriate.]

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

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

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

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

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

II.04 (CONT'D)

(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)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

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

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

II.05 (CONT'D)

(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)

ADDENDUM 1 - PREAWARD SOLICITATION PROVISIONS

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC OCT 1999)

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

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

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

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

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

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

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

(c) **SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES).** The offeror must provide a description of its efforts to ensure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known.

(DESC 52.215-9F80)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer. (DLAD 52.233-9000)

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)

M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC MAR 1999)

(a) **APPLICATION.** This provision applies only after all price evaluation factors have been considered.

(b) **BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors, which are in descending order of importance:

- (i) Price;
- (ii) Past Performance; and
- (iii) Socioeconomic Commitment.

The relative influence of price, past performance, and socioeconomic commitment will depend on the differences among the competing offerors, and not on any predetermined, fixed, weighted arrangements or trade-off formula. Price is more important than past performance, and price combined with past performance is significantly more important than socioeconomic commitment. All evaluation factors other than price (past performance and socioeconomic commitment), when combined, are approximately equal to price in importance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government among price, past performance, and socioeconomic commitment. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the offeror's record of past performance and socioeconomic commitment.

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

(d) **EVALUATION OF PAST PERFORMANCE.**

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

M72.02 (CONT'D)

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

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

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

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

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

(e) **EVALUATION OF SOCIOECONOMIC COMMITMENT.**

(1) The socioeconomic proposal provided by the offeror will be evaluated as follows:

(i) As a separate factor, for the offeror's proposal under this solicitation; and

(ii) As an element of the Business Relations subfactor of the Past Performance Factor.

(2) The Government will evaluate, based on preestablished standards, the extent to which an offeror proposes to use small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses. An offeror that demonstrates greater commitment to partnering and subcontracting with small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will receive more favorable ratings. An offeror with higher percentage, complexity level, and variety of participation by small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses generally will receive more favorable ratings. An offeror's current efforts to develop additional opportunities for small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be considered.

(3) The offeror's proposal for socioeconomic support will be made a part of any resultant contract for use in determining how well the Contractor adheres to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor performs. This determination may be used in future best value decisions.

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

(DESC 52.209-9F55)

ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES

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

and

(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 **December 11, 2000**. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.

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

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

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

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

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

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

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

(1) **DAY OF PUBLICATION.**

(i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.

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

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

- (i) If averages are published within a given publication, then these averages will be used.
- (ii) If averages are not available within a given publication, manually calculated averages will be used.

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

- (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

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

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

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

B19.19 (CONT'D)

(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:

PRODUCT	PUBLICATION
MUR	OPIS Seattle Unleaded Gasoline Average
DF2	OPIS Seattle No. 2 High Sulfur Average
JP8	Platt's Oilgram Price Report, Spot Price Assessments, West Coast Pipeline, Jet Fuel posted price for Los Angeles, CA, San Francisco, CA, and Seattle, WA. The adjusting market prices will be derived from the simple averages of the daily highs and lows of the specified Platt's assessments effective Monday through Friday of the prior week (excluding any days prices are not published). The averages shall be inserted in the below formula to generate the adjusting market prices. These adjusting market prices shall be effective for deliveries made Monday through Sunday. $\frac{\text{LOS ANGELES} + \text{SAN FRANCISCO} + \text{SEATTLE}}{3}$

(DESC 52.216-9FW1)

B19.27 ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE (ALASKA/HAWAII) (DESC JUL 1999)

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

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

and

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

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

(1) **Award price** means the unit price offered for the item of supply identified by the item number.

(2) **Established catalog price** is the price with which the award price is to fluctuate. The established catalog price is a price for a commercial item sold in substantial quantities to the general public and is the net price after applying any standard trade discounts offered by the Contractor. Accordingly, changes in the discount shall be treated as a change in the established catalog price, provided such discount is offered in substantial quantities to the general public.

(3) **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.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Contracting Officer of any change in the established catalog price within 15 days from the effective date of such change.

B19.27 (CONT'D)

(i) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall consist of a copy of the Contractor's supplier's notice or invoice which clearly shows the supplier's name, the increase/decrease in price or invoice price, the applicable product, and the effective date of the change.

(ii) **CHANGE IN CONTRACTOR'S POSTED PRICE.** If the Contractor's posted price changes for reasons other than a change in supplier price, the price change notification shall include written documentation sufficient to justify such change. In the event the Contracting Officer determines the justification insufficient to warrant such a change, the Contractor will be notified within three working days of DESC's receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the established catalog price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(4) **NOTIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC** in accordance with the following:

(i) The effective date of the price change notification will be the date of the latest posting issued on or prior to the date of delivery.

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

(iii) **INCREASES.** Any increase in unit price as a result of an increase in the established catalog price shall apply to all deliveries made on or after the effective date of the price change issued by the Contracting Officer. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award 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 established catalog 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, and 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.

(DESC 52.216-9FW5)

B22.04 PRICES (PC&S) (DESC AUG 1990)

The prices to be paid for supplies under this contract shall be the price for the item set forth on the Price Data Card in the block marked "Offer Price." The price in the "Offer Price" block of the Price Data Card is a per gallon price. Unit prices shall not exceed five numbers to the right of the decimal (example \$1.03045). Prices offered that include more than five numbers to the right of the decimal will be rounded to the nearest price with five numbers to the right of the decimal.

(DESC 52.216-9FQ1)

C1.02 DODISS SPECIFICATIONS (DESC AUG 2000)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 2000.

(DESC 52.246-9FT1)

C16.64-3 TURBINE FUEL, AVIATION (JP8) (DESC JUL 2000)

Aviation Turbine Fuel shall conform to MIL-DTL-83133E, dated April 1, 1999, modified as follows:

- (a) **REFINERIES IN ALASKA.** For fuels refined in Alaska and delivered to Alaska locations, the total acid number specification limit is relaxed to 0.020 mg KOH/g maximum.
- (b) **ADDITIVES.** Additives are required for deliveries of JP8 per MIL-DTL-83133E, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirements.
- (1) Metal deactivator additive shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.
 - (2) For JP8 containing hydrogen treated blendstocks, the following applies: Where a finished fuel consists of a blend of hydrogen treated and nonhydrogen treated components, the requirement for mandatory addition of antioxidant (MIL-DTL-83133E, paragraph 3.3.1) applies only to the portion of the blend that has been hydrogen treated. In such cases, the percentage of the blend that has been hydrogen treated shall be reported.
 - (3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-18 dated February 27, 1998.
 - (4) When required, Fuel System Icing Inhibitor (FSII) shall conform to MIL-DTL-85470B, dated June 15, 1999, at a concentration of 0.10 to 0.15 volume percent, unless otherwise stated in the Schedule.
 - (5) Static Dissipator Additive (SDA) is required to be added to all JP8 shipped directly to an end user without passing through a terminal. SDA is not permitted in shipments to/through a fuel terminal that supplies an end user unless authorized in the Schedule. When SDA is required by this contract, it shall be added proportionately to obtain a conductivity range of 150 to 450 picosiemens per meter. The new formulation of STADIS 450 (active ingredient dinonylnaphthylsulfonic acid (DINNSA)) shall be used when SDA is required.
 - (6) Line injection of additives (FSII, corrosion inhibitor, and SDA) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:
 - (i) A laboratory hand blend containing the required additives and jet fuel must be tested to verify compliance with the required specification. (Micro-Separometer (MSEP) can be performed without SDA present.)
 - (ii) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
 - (iii) When FSII is line injected, additive concentration (refer to MIL-DTL-83133E specification for test methods permitted) must be verified based on a representative shipment sample(s).
- (c) **TESTING.**
- (1) **PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**
 - (i) **PC/FT TESTING.** A minimum sample size of one gallon shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.
 - (ii) **FT TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 10 minutes, 18 seconds, would be reported as 11 minutes.
 - (2) **FUEL ELECTRICAL CONDUCTIVITY.** In those cases where SDA is line injected while loading delivery conveyances (e.g., trucks) and insufficient time is available for the fuel to reach equilibrium before departure of the conveyance, the Contractor is not required to report or verify the conductivity level. This does not relieve the Contractor of the requirement to inject SDA homogeneously and in sufficient quantity to obtain a conductivity level which the Contractor would anticipate to be between 150 and 450 picosiemens per meter once fuel is at equilibrium. The receiving activity will measure the conductivity and advise the Quality Representative to have the Contractor adjust the SDA injection quantity if necessary.
 - (3) **WATER SEPARATION INDEX MODIFIED (WSIM)/MSEP RATING LIMITS.**
 - (i) Refer to MIL-DTL-83133E.
 - (ii) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

C16.64-3 (CONT'D)

(iii) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result of this hand blend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standardized Report Form (see Attachment 2) as item 750X. This result shall be—recorded with an asterisk next to it and a footnote below stating "MSEP result is a report only requirement." Original result of _____ on product containing the following additives applies:

(4) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241-98, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-83133E, an additional JFTOT shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit).

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(5) **EXISTENT GUM.** The existent gum test (ASTM D 381-99) may be performed using air as the vaporizing medium in lieu of steam.

(d) **REPORTS.**

(1)) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause (52.246-9FG1) for additional reporting requirements.

(2) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported using series "B" for item numbers 601, 602, and 603. The results obtained at 275 degrees Celsius shall be reported using series "A" for item numbers 601, 602, and 603. A separate report form is not required for the 275 degrees Celsius test result.

(3) The DD Form 250-1 for marine shipments shall cite the type, name and amount of additives added to the fuel.
(DESC 52.246-9FNW)

C16.68 SPECIFICATIONS (PC&S) (ALASKA/AF SITES) (DESC JUL 1999)

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

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

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

C16.68 (CONT'D)

(1) **GASOLINE OXYGENATION REQUIREMENTS.**

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

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

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

(iii) Gasohol which meets CID A-A-52530 is acceptable as oxygenated fuel during the oxygenated fuel control season.

(iv) 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 requirements for oxygenated gasoline shown below are based on information published by the Environmental Protection Agency (EPA) in the Federal Register dated 6 November 1991 and on information from the Alaska Department of Environmental Conservation. The requirements reflect the impact of federal and state regulations and are subject to change before or during the contract performance period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
Anchorage Election District (part)	1 Nov - 1 Mar	2.7 wt%

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

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

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

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

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

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

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

(c) **TURBINE FUEL, AVIATION (JET A/A1/A50/B).**

(1) Aviation turbine fuel shall be in accordance with the requirements of ASTM D 1655. If fuel contains electrical conductivity additive, the conductivity limits of 100-700 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(2) Product must be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260°C and must exhibit--

(i) A maximum tube deposit rating of "less than code 3"; and

(ii) A maximum pressure drop of 25 millimeters of mercury.

Rerun of test at 245°C to achieve the results identified above is not permitted.

(3) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to -50°F maximum in lieu of -40°F maximum.

C16.68 (CONT'D)

(d) **GASOLINE, AVIATION (GRADES 80/100LL).**

(1) Specification ASTM D 910 applies.

(2) Test Method ASTM D 3237 is an acceptable alternative to ASTM D 2547, D 2599, and D 3341 for determining the lead content in aviation gasoline.

(e) **FUEL OIL, DIESEL (DFA/DF1/DF2/HS1/HS2).**(1) **APPLICABLE TO GRADES DF1 AND DF2 ONLY.**

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

The diesel fuel oil shall meet the physical and chemical requirements of ASTM D 975, with the following exceptions:

(i) The maximum cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

(ii) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(2) **APPLICABLE TO GRADES HS1 AND HS2 ONLY.**

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

(i) Unless otherwise specified in the Schedule, the cloud point shall be not more than the tenth percentile minimum temperature specified in Appendix X2 of ASTM D 975.

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

(3) **APPLICABLE TO GRADE DFA ONLY.**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>
9140-00-286-5283	Diesel Fuel, Arctic Grade	DFA	0.25 wt%

(i) The diesel fuel oil shall meet the physical and chemical requirements for Grade No. 1-D of ASTM D 975, with the following exceptions:

(A) The maximum cloud point is -51°C.

(B) Total particulate level as measured by ASTM D 5452 shall not exceed 10 mg/L.

(C) Sulfur content shall not exceed 0.25 wt%.

(D) Ramsbottom carbon residue shall not exceed 0.10 wt%.

(E) Kinematic viscosity shall not be lower than 1.1 mm²/S at 40°C.

(F) The end point distillation temperature shall not exceed 300°C.

(G) Neutralization number, TAN, shall not exceed 0.05.

(ii) Commercial Jet A1 meeting ASTM D 1655 with a maximum freeze point of -50°F is acceptable as DFA.

(4) **APPLICABLE TO ALL GRADES.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

(i) The fuel shall be composed of petroleum hydrocarbon fractions meeting the requirements of ASTM D 975 except as noted below.

C16.68 (CONT'D)

(A) A fuel stabilizer additive/biocide conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuels for intermediate (6-18 months) and long-term periods (18-25 months) of storage by preventing fuel deterioration and microbiological growth. Additive concentrations are given in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver conforming to MIL-I-25017 may be blended into the fuel to inhibit corrosion. Additive concentration limits are given the latest revision of QPL-25017. If MIL-I-25017 is used as a lubrication improver, then up to 250 parts per million may be added to the fuel.

(C) Fuel system icing inhibitor conforming to MIL-I-85470 may be blended into the fuel to purge small quantities of water from the fuel system and to prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with FED-STD-791, methods 5327, 5330, 5340, and 5342.

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

(iii) A complete copy of the test report for each bulk delivery of product (excluding into-plane, tank truck, tank wagon, and bunker delivery) shall be mailed to the following addresses:

COMMANDER
U.S. ARMY BELVOIR RESEARCH, DEVELOPMENT,
AND ENGINEERING CENTER
ATTN: STRBE-VF
FORT BELVOIR, VA 22060

ATTN DESC IT, ROOM 4833
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD SUITE 4950
FORT BELVOIR VA 22060-6222

(f) **FUEL OIL, BURNER (GRADES 1/2/4/4(LIGHT)/5(LIGHT)/5(HEAVY)/6, ASTM D 396).**

(1) The maximum allowable sulfur content for Fuel Oil Grades 1 and 2 will be in accordance with ASTM D 396 unless otherwise stated in the Schedule.

(2) The maximum allowable sulfur content for No. 4(Light), No. 4, No. 5(Light), No. 5(Heavy) and No. 6 Fuel Oil destined for delivery to Alaska shall be 1.0 mass % maximum unless otherwise stated in the Schedule.

(3) If the sulfur limitation specified for Fuel Oil No. 6 is 1% or less, the pour point requirement shall be 60 °F maximum.

(4) These burner fuel oils shall conform to U.S. Environmental Protection Agency standards for waste/used oil found in 40 CFR 266 or state or local government requirements, whichever is more stringent.

The minimum standards are as follows:

<u>CONSTITUENT/PROPERTY</u>	<u>ALLOWABLE LEVEL</u>	<u>TEST METHOD</u>
Arsenic	5 PPM maximum	SW-846
Cadmium	2 PPM maximum	SW-846
Chromium	10 PPM maximum	SW-846
Lead	100 PPM maximum	SW-846
Total Halogens	1,000 PPM maximum	SW-846

(5) Copies of SW-846 (Test Methods for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20402, stock number 955-001-00000-1.

(DESC 52.246-9FAK)

THE FOLLOWING CLAUSE APPLIES TO--

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

E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)

(a) QUALITY CONTROL PLAN.

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

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

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

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

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

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

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

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

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

E1 (CONT'D)

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

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

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

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

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

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

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

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

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet). Then switching to at most two other vessel tanks during sampling and testing (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

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

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

E1 (CONT'D)

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

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

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

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

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

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

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

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

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

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

E1 (CONT'D)

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS⁽¹⁾

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

NOTES FOR TABLE I:

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

E1 (CONT'D)

TABLE II

SAMPLE RETENTION

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

E1 (CONT'D)

TABLE III
DEFINITIONS OF TEST SERIES

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

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

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

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

E1 (CONT'D)

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS⁽¹⁾

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

NOTES FOR TABLE IV:

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

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

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

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

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

(DESC 52.246-9F75)

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)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is DCMA Anchorage Office, 10480 22nd Street Suite 323,

Elmendorf AFB, AK 99506-2570; Telephone: 907-552-8092 or 907-230-1021.

(DESC 52.246-9F35)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if 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)

E40.05 MATERIAL INSPECTION AND RECEIVING REPORT (DESC MAR 2000)

- (a) One copy of the documents and reports listed below shall be mailed to--

ATTN DESC-BP (LR) ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

(b) Laboratory reports shall be in the Standard Report Format given in Attachment 2 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipment tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity or the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(DESC 52.246-9FG1)

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

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

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

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

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

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

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

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

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

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

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

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

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

(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:

F1.09-2 (CONT'D)

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

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

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

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

- (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
- (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

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

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

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

(iii) **WATER BOTTOMS.**

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

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

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

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

- (1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.
 - (i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.
 - (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)

G2.03 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DESC JAN 1986)

For the purpose of this contract, the Contracting Officer's Technical Representative shall be Mr. Jack Payne (or designee), Defense Energy Support Center - Alaska, Telephone: (907) 552-5569 or Facsimile: (907) 552-0517.

(DESC 52.242-9F50)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

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

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

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

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

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

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

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

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

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

G9.07 (CONT'D)

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

Four horizontal lines with vertical tick marks, intended for entering bank information.

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: [line with tick marks] (DO NOT EXCEED 25 CHARACTERS)

TITLE: [line with tick marks] (DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: [line with tick marks] (DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

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

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

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

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

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

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

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

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

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

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

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

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

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

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-FVSFC/CO
P.O. BOX 182317
COLUMBUS, OH 43218-6252

(2) **CERTIFICATION OF RECEIPT.**

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

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

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

(3) **SUBMISSION OF INVOICES.**

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

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

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

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

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

G150.06 (CONT'D)

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

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

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

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

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

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

(DESC 52.232-9F90)

THE FOLLOWING CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (OVERSEAS PC&S) (DESC AUG 2000)**

(a) For purposes of this clause and the contract, "**shipment number**" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

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

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

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

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

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

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

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

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

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

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

G150.11 (CONT'D)

(5) **F.O.B. DESTINATION DELIVERIES.**(i) **CERTIFICATION OF RECEIPT.**

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

- (a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
- (b) The DD Form 1155, Order for Supplies or Services; or
- (c) The DD Form 250, Material Inspection and Receiving Report; or
- (d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries

only).

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

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

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

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

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

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

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

(DESC 52.232-9FG5)

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

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

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

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.

I28.02-2 (CONT'D)

(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)

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)

I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000. (FAR 52.203-6)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY (TT, TW, ETC.)	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBKTING PLAN (YES OR NO)

STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS

GENERAL INSTRUCTIONS

March 2000

These instructions are designed for use as a guide in preparing/formatting test reports in a consistent manner. Computer generated or typed test reports are acceptable. A Standardized Test report format is provided at Figure I and includes all tests approved for all refined products. The Test Codes used in this standard report format will be incorporated into future Electronic Data Interchange (EDI) transmissions of test result data.

The ASTM Aviation Turbine Fuel Report Form found in ASTM Method D-1655 was used as a template for the expanded "generic" standard test report form for other refined products. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of "1" unit indicates one or more measurements, ratings or test conditions which can be reported for a particular method. All measurements are in metric units, except for the API gravity reported at 60°F.

The use of this code provides flexibility in adding or deleting test methods while not affecting the existing methods and thus eliminates the need for additional programming. For example, an ASTM method may have an equivalent ISO or other method. If the ASTM test method number is used as a reference, the ISO equivalent may be lost unless new programming is established to make it a choice. With the code, the equivalency will continue without any additional programming. Another example is adding a new test method for Freezing Point. There are currently 3 methods (300A-C) for measuring the characteristic of freezing point. The new method would be assigned the code "300D" and would be available immediately as an alternative method for determination of freezing point while retaining the old methods without having to renumber the whole list and change associated database programming.

Each test report should be tailored to include only those rows of information that are applicable to the specific product being tested and the methods used to evaluate each property. Select only those methods authorized by the product specification unless otherwise stated in the contract. The code used should be limited to the actual test method used for a particular analysis. If an analysis is performed which is not cited by the specification, report the result, units and method used at the bottom of the report. If a test code does not appear for a specification or contract approved method, contact the Defense Energy Support Center (DESC) at commercial (703) 767-8356.

DETAILED INSTRUCTIONS FOR THE STANDARD TEST REPORT FORMAT (FIGURE 1)

Item 1: This date is the tank approval date, which is usually the date the testing is completed or the report date.

Item 2B: The City should match the “Shipped From” city on the DD 250-series document.

Item 6A: Record the basic slate of crudes from which this product is derived.

Item 6B: Annotate the refining processes used in the production of this product (e.g., Atmospheric Distillation; Hydrogenation, Hydrocracking, etc)

Item 8: Report the quantity in US Gallons shipped from the above batch in the above tank under DESC Contract. This entry need not be completed if the same batch will be used for subsequent shipments. In this case, assure that the tank number, batch number and report date are on the DD-250-series documents for shipments made from this tank

Items 600-series: The JFTOT test, although done using one ASTM test method, can be performed at different temperatures. Also, results for separate JFTOT analysis performed at two different temperatures can be reported on the same report. If test results for only one temperature is being reported, use Item 600 A-C to report the temperature of the test and 601, 602 and 603 as appropriate to report the results. If a second temperature is being reported, use Item 604 to report the temperature of this second run and Items 605-607 to report the corresponding values for the second test.

Item 750: Use this item to report the result of the Water Separometer Index - Modified (WSIM) which is performed for product acceptance.

Item 751: This code for this item describes what additives were present in the fuel sample tested for WSIM and for which the result was reported in Item 750. Each code value represents a combination of the five additives possible in jet fuel. The codes and corresponding combinations are found in Table A below.

Item 750X: This item is used to report the special hand blend of all additives which are required by the fuel specification, regardless of whether or not the additives are required by contract. These additives include anti-oxidant, corrosion inhibitor, fuel system icing inhibitor, static dissipater additive and, if permitted by contract, metal deactivator. The result for this special test is a report only and is used as a base line in determining if the time and/or place of additive injection affects fuel quality. This reporting requirement is in addition to other reporting requirements for WSIM.

Items 801, 811, 821, 831, and 841: These codes indicate when an additive was injected during the procurement process. It is a one-character field and is “S” if the additive was blended into the shipping tank, “I” if the additive was line injected, or blank if the additive was not injected at the refinery or terminal location.

Table A

<u>Code</u>	<u>Additives</u>								
01	Neat	07	AO/CI	13	CI/MDA	19	AO/CI/MDA	25	FSII/SDA/MDA
02	AO	08	AO/FSII	14	FSII/SDA	20	AO/FSII/MDA	26	AO/CI/FSII/SDA
03	CI	09	AO/SDA	15	FSII/MDA	21	AO/FSII/SDA	27	AO/FSII/SDA/MDA
04	FSII	10	AO/MDA	16	MDA/SDA	22	AO/SDA/MDA	28	CI/FSII/SDA/MDA
05	SDA	11	CI/FSII	17	AO/CI/FSII	23	CI/FSII/SDA	29	AO/CI/FSII/SDA/MDA
06	MDA	12	CI/SDA	18	AO/CI/SDA	24	CI/FSII/MDA		

FIGURE I - STANDARD TEST REPORT FORMAT

1 REPORT DATE: (MM/DD/YY)_____

2A CONTRACTOR: _____

2B REFINERY CITY: _____

2C STATE/COUNTRY: _____

3A CONTRACT NUMBER: (SPO600-YY-D-NNNN)_____

3B CONTRACT LINE ITEM NUMBER: _____

3C DESC ORDER NUMBER _____

4A TANK NUMBER: _____

4B BATCH NUMBER (In Tank): _____

4C SAMPLE NUMBER: _____

5 PRODUCT: _____

6A CRUDE OIL SLATE: _____

6B CRUDE PROCESSING TECHNIQUE: _____

7 SHIPPED TO: _____

8 QUANTITY FROM TANK SHIPPED TO DESC: _____ USG

APPEARANCE

Code	Method	Test	Unit	Code	Method	Test	Unit
010A	D-156	Saybolt Color	1-Color	030A	D-1500	ASTM Color	0.5-Color
010B	D-6045	Saybolt Color (Spectro)	1-Color	030B	D-6045	ASTM Color (Spectro)	0.5-Color
020	D-4176	Visual appearance	Pass/Fail				
021	D-4176	Haze Rating	Method				

COMPOSITION

Code	Method	Test	Unit	Code	Method	Test	Unit
100A	D-664	Total Acid Number - Potent.	mg KOH/g	150E	D-3120	Trace Sulfur	ppm
100B	D-974	Acid Number - Color Titrat.	mg KOH/g	150F	D-4294	Sulfur by X-Ray Flour	mass %
100C	D-3242	Acidity in Aviation Fuels	mg KOH/g	150G	D-5453	Sulfur by UV	ppm
100D	D-3339	Acid Number, Semi-Micro	mg KOH/g	160A	D-3343	Hydrogen Content	mass %
101	IP-182	Inorganic Acid Number	mg KOH/g	160B	D-3701	Hydrogen Content - NMR	mass %
102	FTM-5101	Neutrality	Method	160C	D-4808	Hydrogen Cont LoRes NMR	mass %
110A	D-1319	Aromatics	vol%	170A	D-3237	Lead in Gasoline by AA	g/L
110B	D-4420	Aromatics by GC	vol%	170B	D-3341	Lead in Gasoline by ICl	g/L
115	D-1319	Olefins	vol%	170C	D-5059	Lead in Gasoline by X-Ray	g/L
120	D-1840	Naphthalene	vol%	180A	D-4815	Ethers and Alcohols by GC	mass %
125A	D-4420	Benzene	vol%	180B	D-5845	Ethers and Alcohols by IR	mass %
125B	D-3606	Benzene	vol%	190	D-3605	Trace Metals - Calcium	mg/L
130	D-3227	Mercaptan Sulfur	mass %	191	D-3605	Trace Metals - Lead	mg/L
135	D-3231	Phosphorous	0.1 mg/L	192	D-3605	Trace Metals - Na & K	mg/L
140	D-4952	Doctor Test	Pass/Fail	193A	D-3605	Trace Metals - Vanadium	mg/L
				193B	ISO14597	Trace Metals - Vanadium	mg/L
150A	D-129	Sulfur by Oxygen Bomb	mass %				
150B	D-1266	Sulfur by Lamp	mass %	195	D-3703	Peroxide Content	mg/kg
150C	D-1552	Sulfur - Furnace	mass %	196	ISO10478	Aluminum and Silicon	mg/kg
150D	D-2622	Sulfur by X-Ray Spec	mass %				

VOLATILITY

Code	Method	Test	Unit	Code	Method	Test	Unit
200A	D-86	Distillation by Auto/Manual		220A	D-56	Flash Point - Tag	°C
200B	D-2887	Distillation by GC		220B	D-93	Flash Point - P/M	°C
201		Initial Boiling Point	°C	220C	D-3828	Flash Point - Seta, Method A	°C
202		10% Recovered	°C	220D	D-3828	Flash Point - Seta, Method B	°C
203		20% Recovered	°C	220E	IP-170	Flash Point - Abel	°C
204		50% Recovered	°C	221	D-3828	Flash Point - Seta (Flash/No F)	“F” or “N”
205		85% Recovered	°C	230A	D-1298	Density @ 15°C -Hydrom	kg\L
206		90% Recovered	°C	230B	D-4052	Density @ 15°C - Digital	kg\L
207		95% Recovered	°C	231A	D-1298	API Gravity @ 60°F	°API
208		Evaporated @ 70°C	vol%	231B	D-4052	API Gravity @ 60°F	°API
209		Evaporated @ 100°C	vol%	231C	D-287	API Gravity @ 60°F	°API
210		Evaporated @ 180°C	vol%	240A	D-323	RVP	kPa
211		Final Boiling Point	°C	240B	D-4953	Vapor Press - Dry Meth	kPa
212		% Recovered	vol%	240C	D-5190	Vapor Press - Automatic	kPa
213		% Residue	vol%	240D	D-5191	Vapor Press - Mini Meth	kPa
214		% Loss	vol%	240E	D-5482	Vapor Press - Mini -Atm	kPa
215		% Residue + Loss	vol%	250A	D-2533	V/L Ratio - Buret	Unit@°C
			250B	D-5188	V/L Ratio - Evac Chamb	Unit@°C	
			260	STANAG	7090 - Vapor Lock Index	Unit@°C	

FLUIDITY

Code	Method	Test	Unit	Code	Method	Test	Unit
300A	D-2386	Freezing Point	°C	320A	D-2500	Cloud Point	°C
300B	D-5901	Freezing Point	°C	320B	D-5771	Cloud Point (Optical)	°C
300C	D-5972	Freezing Point	°C	320C	D-5772	Cloud Point (Linear Cool)	°C
				320D	D-5773	Cloud Point (Constant Cool)	°C
310	D-445	Viscosity	cSt	321A	IP-309	Cold Filter Plugging Point	°C
311	D-445	Viscosity Temperature	°C	321B	D-6371	Cold Filter Plugging Point	°C
				321C	D-6371(M)	Cold Filter Plugging Point	°C
				330	D-97	Pour Point	°C
				340	D-6079	Lubricity (Wear Scar)	0.01 mm

COMBUSTION

Code	Method	Test	Unit	Code	Method	Test	Unit
400A	D-240	Neat Heat by Bomb	MJ/kg	410	D-1740	Luminometer Number	Unit
400B	D-1405	Net Heat (Anal-Grav(°F),S)	MJ/kg	420	D-1322	Smoke Point	mm
400C	D-3338	Net Heat (Aromat,API,Dist,S)	MJ/kg	430	D-482	Ash Content	mass %
400D	D-4529	Net Heat (Dens-Anal(°C),S)	MJ/kg	440A	D-189	Conradson Carbon Res	mass %
400E	D-4809	Net Heat by Bomb -Precision	MJ/kg	440B	D-524	Ramsbottom Carbon Res	mass %
400F	D-4868	Net and Gross Heat	MJ/kg	440C	D-4530	Carbon Residue - Micro	mass %

CORROSION

Code	Method	Test	Unit	Code	Method	Test	Unit
500	D-130	Copper Strip Corrosion	Method	510	IP-227	Silver Strip Corrosion	Method

STABILITY

Code	Method	Test	Unit	Code	Method	Test	Unit
600A	D-3241	JFTOT @ 275°C		610	D-525	Oxidation Stability -Gasoline	minute
600B	D-3241	JFTOT @ 260°C					
600C	D-3241	JFTOT @ 245°C					
601	D-3241	Pressure Change	mm Hg	620A	D-2274	Accelerated Stability	mg/100mL
602	D-3241	Visual Rating	Method	620B	D-5304	Accelerated Stab - O ₂ Opres	mg/100mL
603	D-3241	Spun Rating	Method	620C	ISO10307	Tot Sed in Residual Fuels	%mass
604	D-3241	Other JFTOT Temperature	°C				
605	D-3241	Pressure Change @ Other Temp	mm Hg				
606	D-3241	Visual Rating @ Other Temp	Method				
607	D-3241	Spun Rating @ Other Temp	Method				

CONTAMINANTS

Code	Method	Test	Unit	Code	Method	Test	Unit
700	IP-225	Copper Content	ppb	760	D-4814	Phase Separation (Haze)	°C
710	D-381	Existent Gum	mg/100mL	761	D-4814	Phase Separation (Sep)	°C
711	D-381	Washed Gum	mg/100mL	770	D-1401	Demulsification @ 25°C	minutes 720A
	D-2276	Particulate Cont	mg/L	780A	D-1796	Water & Sed	vol%
720B	D-5452	Particulate Cont	mg/L	780B	D-2709	Water & Sed	vol%
730	Annex	Filtration Time	minutes	781	D-95	Water by Distillation	vol%
				782	D-473	Sediment by Extraction	mass %
740	D-1094	Water Reaction - Interface	Method	795	SW-846	EPA Metals - As	Method 741
	D-1094	Water Reaction - Separation	Method	796	SW-846	EPA Metals - Cd	Method
742	D-1094	Water Reaction - Vol Chng	Method	797	SW-846	EPA Metals - Cr	Method
750	D-3948	WSIM	Method	798	SW-846	EPA Metals - Pb	Method
751		Additives Present (See Note)	(List A)	799	SW-846	Total Halogens	Method
750X	D-3948	WSIM - Special (See Note)	Method				

ADDITIVES

Code	Additive	Brand	Unit	Code	Additive	Brand	Unit
800A	Antioxidant	Topanol A	mg/L	840A	Corr Inhibitor	PRI-19	mg/L
800B	Antioxidant	HITEC 4733	mg/L	840B	Corr Inhibitor	DCI-4A	mg/L
800C	Antioxidant	AN 733	mg/L	840C	Corr Inhibitor	DCI-6A	mg/L
800D	Antioxidant	AO-31	mg/L	840D	Corr Inhibitor	HITEC 580	mg/L
800E	Antioxidant	AO-30	mg/L	840E	Corr Inhibitor	Petrolite NC-351	mg/L
800F	Antioxidant	AO-29	mg/L	840F	Corr Inhibitor	NALCO 5403	mg/L
800G	Antioxidant	Nalco EC5208A	mg/L	840G	Corr Inhibitor	TOLAD 3220	mg/L
800H	Antioxidant	TOLAD 3915	mg/L	840H	Corr Inhibitor	UNICOR J	mg/L
800I	Antioxidant	TOLAD 3920	mg/L	840I	Corr Inhibitor	IPC-4410	mg/L
800J	Antioxidant	TOPANOL AN	mg/L	840J	Corr Inhibitor	IPC-4445	mg/L
800K	Antioxidant	CHIMIC 4327	mg/L	840K	Corr Inhibitor	MOBILAD F800	mg/L
800L	Antioxidant	AO-37	mg/L	840L	Corr Inhibitor	NALCO 5405	mg/L
800M	Antioxidant	BETZ BQ203	mg/L	840M	Corr Inhibitor	NUCHEM PCI-105	mg/L
				840N	Corr Inhibitor	TOLAD 249	mg/L
801	Additive Injection Point		(Note)	840O	Corr Inhibitor	WELCHEM 91120	mg/L
810A	Metal Deactivator (DMD)		mg/L	840P	Corr Inhibitor	SPEC-AID 8021	mg/L
810B	Metal Deactivator (DMD-2)		mg/L	840Q	Corr Inhibitor	RPS-613	mg/L
811	Additive Injection Point		(Note)	840R	Corr Inhibitor	SPEC AID 8Q22	mg/L
820	Conductivity Improver		mg/L	841	Additive Injection Point		(Note)
			851	850	Thermal Stability Additive		mg/L
821	Additive Injection Point		(Note)		Additive Injection Point		(Note)
830A	FSII (D-5006)		vol%	860	Diesel Fuel Stabilizer Additive		mg/L
830B	FSII (FTM-5327)		vol%	861	Additive Injection Point		(Note)
830C	FSII (FTM-5340)		vol%				
830D	FSII (FTM-5340) - EGME		vol%	870	Ignition Improver		mg/L
831	Additive Injection Point		(Note)	871	Additive Injection Point		(Note)

OTHER TESTS

Code	Method	Test	Unit	Code	Method	Test	Unit
900	D-2624	Conductivity	pS/m	920A	D-2699	Research Octane Number	Method
901	D-2624	Temperature at Measurement	°C	920B	D-2885	Research Octane Number	Method
910A	D-976	Calc Cetane Index - 2 Var	Method	921A	D-2700	Motor Octane Number	Method 910B
	D-4737	Calc Cetane Index - 4 Var	Method	921B	D-2885	Motor Octane Number	Method
911	D-613	Cetane Number	Method	930	D-611	Aniline Point	°C
				940	D-4814	Water Tolerance	°C