

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

1. SOLICITATION NUMBER

SP0600-01-R-0111

2. (X one)

a. SEALED OFFER

X b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

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

When submitting your offer via mail, the envelope used must be plainly marked with the Solicitation Number, as shown above in Block 1, and the date and local time set forth for receipt of proposals in the solicitation document, and addressed to the following:

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

"Fill-ins" are provided on many of the clauses provided in the OFFER SUBMISSION PACKAGE and the front of Standard Form (SF) 1449.

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

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

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

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FT. BELVOIR, VA 22060-6222
BUYER/SYMBOL: HEIDI OERTLEY/DESC-PEC
EMAIL: hoertley@desc.dla.mil

TURKEY, POSTS, CAMPS, & STATIONS
PURCHASE PROGRAM 1.8k
TELEPHONE: 703-767-9506; FAX: 703-767-8506
WEBPAGE: <http://www.desc.dla.mil>

4. ITEMS TO BE PURCHASED (Brief description)

GASOLINE, AUTOMOTIVE, PREMIUM UNLEADED (MTP) 2,540,000 GALLONS
FUEL OIL, DIESEL, GRADE DF-2 (T54) 4,170,000 GALLONS

ORDERING PERIOD: 01 JULY 2001 THROUGH 30 JUNE 2003

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	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.)			
	<table border="1"> <tr> <td align="center">(1) Small Business</td> <td align="center">(2) Labor Surplus Area Concerns</td> <td align="center">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

*****IMPORTANT INFORMATION*****

- A. The closing date for this solicitation is **13 FEBRUARY 2001**, 3:00 p.m. local time, Ft. Belvoir, VA.
- B. Facsimile proposals (offers) may be submitted in accordance with Solicitation Provision L2.11-2, FACSIMILE PROPOSALS, incorporated by reference under Clause I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE. The DESC facsimile number is **(703)-767-8506**.
- C. Offers submitted in response to this solicitation must be in the English language and U.S. dollars. (See Solicitation Provisions L2.10, SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE and L2.10-1, SUBMISSION OF OFFERS IN U.S. CURRENCY, incorporated by reference under Clause I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE).
- D. Please complete and submit the forms contained in the accompanying "OFFER SUBMISSION PACKAGE" as your offer. Please keep the Solicitation Package and a copy of the Offer Submission Package for your records.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) OERTLEY, HEIDI	b. ADDRESS (Including Zip Code) DEFENSE ENERGY SUPPORT CENTER ATTN: DESC-PEC 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9506	

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

DD Form 1707 Reverse, MAR 90

FOLD

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FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0111	
DATE (YYMMDD)	LOCAL TIME
010213	3:00 PM

TO DEFENSE ENERGY SUPPORT CENTER
ATTN: DESC-CPC, Room 3815
8725 John J. Kingman Road,
Ft. Belvoir, VA 22060-6222

E. **CONTRACT TYPE**. Any contract awarded as a result of this solicitation will be an "INDEFINITE QUANTITY – FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contract. Refer to Contract Clause I81, INDEFINITE QUANTITY, incorporated by reference under Clause I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE.

F. **ECONOMIC PRICE ADJUSTMENT**. Please refer to Clause B19.02, ECONOMIC PRICE ADJUSTMENT. Your offer should be based on prices in effect on 1 December 2000 (Base Reference Date).

G. **VERY IMPORTANT**. Offers on this solicitation will be evaluated on technical merit (specifications and performance capability) and offered price. Performance capability will be considered more important than price. Please refer to Clause M72.03-1, EVALUATION FACTORS FOR BEST OVERALL VALUE, on page 28 of the solicitation.

H. **ACKNOWLEDGEMENT OF AMENDMENTS**. You must acknowledge receipt of any amendments to this solicitation. You may do this by completing Blocks 15a, 15b, and 15c of the amendment on Standard Form 30 and returning the amendment with your offer.

I. **NOTICE**: ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACT WITH GOVERNMENT AGENCIES OR IN RECEIPT OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOID ABLE AT THE OPTION OF THE GOVERNMENT.

J. **CLARIFICATIONS**. For any clarification, explanation, or additional information, contact Ms. Heidi Oertley at (703) 767-9506, or Mr. Anthony Raneses at (703) 767-9517.

K. **EMERGENCY CONTACTS**. DESC contact point and telephone number for emergency situations during after-duty hours:

Command Control Center
Telephone Number (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-01-0600		Page 1 of 36	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE SEE BLOCK 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-01-R-0111	
6. SOLICITATION ISSUE DATE 13 JANUARY 2001		7. FOR SOLICITATION INFORMATION CALL: a. NAME HEIDI OERTLEY OR ANTHONY RANESSES		b. TELEPHONE NUMBER (703) 767-9506 (703) 767-9517 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 13 FEBRUARY 2001 3:00 PM LOCAL TIME FT. BELVOIR, VA	
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: Heidi Oertley & Anthony Ranesses/DESC-PEC Phone: (703) 767-9506/9517 E-mail: hoertley@desc.dla.mil or araneses@desc.dla.mil P.P. 1.8K		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) NAICS: 422720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO See Clause B1, SUPPLIES TO BE FURNISHED		CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01, ORDERING AND PAYING OFFICERS		CODE	
TELEPHONE NO.		FAX NO:		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES The Schedule is shown on the SF 1449 Continuation Sheet (Attach additional Sheets as Necessary)		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER (SEE CLAUSE G18)						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION PROVISIONS AND CONTRACT CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (<i>Signature of Contracting Officer</i>)			
30b. NAME AND TITLE OF SIGNER (<i>Type or Print</i>)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or Print</i>)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1

CONTRACT DOCUMENTS

[X]	OFFEROR SUBMISSION PACKAGE (OSP)	SEPARATE COVER
[X]	PRICE DATA SHEET	SEPARATE COVER
[X]	CONTRACT PERFORMANCE DATA SHEET (CPDS)	ATTACHMENT A

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B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)

- a) The minimum and maximum quantities are defined in paragraph (b)
 b) The supplies to be furnished during the contract period and all associated data are as follows:

ITEM	SUPPLIES, DELIVERY POINTS, METHODS OF DELIVERY	ESTIMATED 2-YEAR QUANTITY
-79	GASOLINE, AUTOMOTIVE, PREMIUM UNLEADED, MTP NSN: 9130-27-00-9004 TURKISH SPECIFICATION: TUPRAS 240 OR COMMERCIAL EQUIVALENT	2,540,000 U.S. Gallons
-80	FUEL OIL, DIESEL, REGULAR GRADE (DF2), T54 NSN: 9140-27-00-9009 TURKISH SPECIFICATION: TUPRAS 410 ONLY	2,919,000 U.S. Gallons
-80	FUEL OIL, DIESEL, REGULAR GRADE (DF2), T54 NSN: 9140-27-00-9009 TURKISH SPECIFICATION: TUPRAS 410 OR COMMERCIAL EQUIVALENT	1,251,000 U.S. Gallons
TOTAL:		6,710,000 U.S. Gallons

The minimum quantity the Government is required to order under this Turkey PC&S solicitation is ten percent (**10%**) of the total estimated solicitation quantity. This is **671,000** U. S. Gallons. For each contract awarded, the Government agrees to purchase, during the period of the contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be no less than **10%** of the total original estimated contract volume for all line items awarded. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

The maximum quantity the Government is required to order is the total estimated solicitation quantity. This is **6,710,000** U.S. Gallons

TO ALL OFFERORS:

Offered prices for all of the line items listed above in Clause B1, SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY), should be listed in the appropriate space provided in the attached Price Data Sheet found in the Offer Submission Package.

All products are F.O.B. Destination via tank truck with pump and meter.

As stated in clause M72.03-1, EVALUATION FACTORS FOR BEST OVERALL VALUE, performance capability will be assessed a higher value than offered price in the final evaluation of awards.

DO NOT include any taxes in offered prices. The U.S. Government is tax exempt. Tax exemption certificates called Beyannames are processed to permit tax exempt status from the time product is pulled from the refinery

SPECIAL NOTES

- Offer prices for diesel items, 760-80, 761-80, 850-80, 850-801, 850-802, 860-80, and 875-80 must be based on deliveries of TUPRAS 410 only.
- Diesel items 760-801, 761-801, 850-803, 850-804, 850-805, 860-801, and 875-801 are alternative source items. Offer prices for diesel items 760-801, 761-801, 850-803, 850-804, 850-805, 860-801, and 875-801 may be for TUPRAS 410 or any commercial equivalent product. However, if you chose to offer to deliver TUPRAS 410, the refinery source must be different than the refinery source intended to support any offer under diesel items 760-80, 761-80, 850-80, 850-801, 850-802, 860-80, and 875-80. For example, if you submit an offer for Item 850-80 and you plan to supply this location using the Kirikkale refinery, your offer for Item 850-803 (its alternative source item) must be based on diesel fuel deliveries from a refinery other than the Kirikkale refinery or any terminal/depot supplied exclusively by the Kirikkale refinery.
- Offer prices for automotive gasoline, premium unleaded may be for TUPRAS 240 or any commercial equivalent.
- DESC will award the Incirlik diesel item group 850-80, 850-801, and 850-802, and item group 850-803, 850-804, and 850-805, on an "All-or-None" basis. Each group will be awarded separately. If an offer price is submitted on any one of the diesel items in a group, an offer price must be submitted on each of the other items in that grouping. All things being equal, award will be made on an "All-or-None" basis to the lowest aggregate offer.

B1 (CONT'D)

5. Best efforts will be made by all parties to maintain the highest degree of accuracy in scheduling and ordering. Any requests by the U.S. Government for cancellations or quantity changes to previously placed delivery orders must be made in writing or by wire message no later than 72 hours before the scheduled delivery date. If the U. S. Government fails to give such notice and cannot accept all ordered product at the original destination, a nearby destination shall be designated by the U.S. Government to receive the product. The U.S. Government shall then pay Contractor either (a) \$400.00 per tank truck so diverted, or (b) the difference in contract prices between the original destination and the final destination, whichever is higher.
6. **Important:** All Ordering Officers are to make every attempt in placing orders for no less than the minimum delivery figure (single TT load) for each required line item.
7. In deviation to Clause F1.01-1, paragraph (b)(2), three (3) month quarterly orders for tank truck deliveries are to be placed with the Contractor at least fifteen (15) days in advance of the next quarterly order. Except for emergency situations, U.S. Air Force ordering offices will not place orders requiring delivery within the last five (5) days of the month designated in the order.
8. In the event of a conflict between the U.S. Government's and the Contractor's specification testing, Contractor will assign testing to an acceptable independent "referee" laboratory. The Contractor is responsible for collecting and forwarding truck samples to the acceptable laboratory and for paying any testing fees. It is understood, however, that this provision is not interpreted to mean that either the U.S. Government or Contractor gives up its rights under the "DISPUTES" clause.
9. Quantities for deliveries to Incirlik shall be net 15 degrees Celsius (Deg C) and corrected to U.S. Gallons using 0.264172 U.S. Gallons per liter (3.78541 liters per U.S. Gallon). The activities will utilize Contractor furnished mobile site meters to determine gross liters and determine the temperature from the trucks in order to volume correct back to 15 Deg C. This quantity shall be used for comparison to origin delivery note "net 15 Deg C" quantity. For invoicing purposes, Contractor origin delivery note "net 15 Deg C" quantity shall be used unless the variation is greater than 0.5%, Contractor shall invoice using the destination meter "net 15 Deg C" quantity. Contractor may install a temperature-compensating meter at destination for determination of net liters at 15 Deg C.
10. For Ankara/Istanbul/Izmir deliveries, less than full loads constitute the majority of the deliveries. The activity will utilize Contractor truck meters to determine gross quantity at ambient temperature and the Contractor shall invoice accordingly. In instances where the availability of metered trucks is lessened due to unusually large or urgent delivery orders, Contractor reserves the right to deliver products by unmetered trucks, with all loading and discharge points effectively (numerically) sealed. The amount of fuel to be invoiced for these unmetered truck deliveries shall be the quantity shown on Contractor signed delivery tickets provided that any difference between such quantity and that which may be determined by the government at the destination does not exceed 0.5%. If quantities differ, the quantity determined by the U.S. Government will prevail.
11. For all dedicated U.S. installation roads, the U.S. Government shall make best efforts in maintaining suitable access road conditions throughout the year. During the winter season, whenever available, the U.S. facilities will make a best attempt to provide towing assistance. Accordingly, Contractor shall notify its depot managers to ensure that adequate sets of snow chains will be on board those vehicles dedicated for those deliveries.
12. Contractor, in accordance with the provisions of Clause I1.03-3, paragraph (a) INSPECTION/ACCEPTANCE, certifies that only those products that have been inspected and conform with the specifications as set forth in any resultant contract will be supplied.

B1 (CONT'D)

ITEM NUMBER	ESTIMATED QUANTITY UI
<hr/> UNITED STATES AIR FORCE <hr/>	
ANKARA, TU, USAF, DET 1, 39 LG HQ OFFICE OF DEFENSE COOPERATION, ANKARA DELIVERY DODAAC: FP5686 BILLING DODAAC : FP5686 ORDERING OFFICE: (COMM TEL) 01-322-316-6030	
760-80	105,000 GL
TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)	
TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG2026, AFS BALGAT SCHOOL AND AT BLDG 2018. 1/1,325 GALLON BELOW GROUND TANK AT BLDG 2075, AFS BALGAT TMO. 1/300 GALLON ABOVE GROUND TANK(S) AT BLDG 2019, AFS BALGAT P & G. 2/250 GALLON ABOVE GROUND TANK(S) AT BLDGS. 2621,AFS BALGAT BCE, AND 2625, AFS BALGAT JTLO WAREHOUSE. 1/350 GALLON MOBILE TANK PORTABLE SKID-MOUNTED TANK AT BLDG 2019, BCE UTILITY POWER, BALGAT. 1/600 GALLON TANK WAGON(S) A1B REFUELER TANK AT 2019 ASF, BCE UTILITY POWER, BALGAT. ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 3,170 GALLONS. MULTIPLE DROP	
760-801	45,000 GL
TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)	
TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/10,000 GALLON ABOVE GROUND TANK(S) AT BLDG2026, AFS BALGAT SCHOOL AND AT BLDG 2018. 1/1,325 GALLON BELOW GROUND TANK AT BLDG 2075, AFS BALGAT TMO. 1/300 GALLON ABOVE GROUND TANK AT BLDG 2019, AFS BALGAT P & G. 2/250 GALLON ABOVE GROUND TANK(S) AT BLDGS. 2621,AFS BALGAT BCE, AND 2625, AFS BALGAT JTLO WAREHOUSE. 1/350 GALLON MOBILE TANK PORTABLE SKID-MOUNTED TANK AT BLDG 2019, BCE UTILITY POWER, BALGAT. 1/600 GALLON TANK WAGON A1B REFUELER TANK AT 2019 ASF, BCE UTILITY POWER, BALGAT. ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 3,170 GALLONS. MULTIPLE DROP	

B1 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
U.S. EMBASSY		
	ANKARA, TU, US EMBASSY DELIVERY FEDAAC: FP5686 BILLING FEDAAC : FP5686 ORDERING OFFICE: (COMM TEL) 01-322-316-6030	
761-79	MTP (TUPRAS 240 OR COMMERCIAL EQUIVALENT) GASOLINE PREM UNLEADED TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 1/2,000 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA 1/1,850 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA DELIVERY HOURS: 0800-1600 ORDERS TO BE PLACED FOR MINIMUM TT LOAD OF 1,000 GALS.	220,000 GL
761-80	TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2) TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/9,200 GALLON TANKS AT ATATURK BULVARI #20KAVAKLIDERE, ANKARA. 1/5,300 GALLON ABOVE GROUND TANK AT CADDE #175 & 176 ORAN, ANKARA. 1/3,300 GALLON ABOVE GROUND TANK AT IRAN CADDESI NO. 59 CANKAYA, ANKARA. 1/3,200 GALLON BELOW GROUND TANK AT KULOGLU SOKAK #23 ASAGI AYRANCI, ANKARA. 3/2,900 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PORTAKAL CICEGI SOKAK #45 CANKAYA, ANKARA; AND 1 TANK AT SEHITERSAN SOKAK #24 CANKAYA, ANKARA. 5/2,600 GALLON TANKS 3 TANKS AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PARIS CADDESI #32 KAVAKLIDERE, ANKARA; AND 1 TANK AT MITHAT EFENDI SOKAK #33 CANKAYA, ANKARA. 3/2,400 GALLON ABOVE GROUND TANK(S) 1 TANK AT ICACAN SOKAK #2 GAZIOSMANPASA, ANKARA; 1 TANK AT KULOGLU SOKAK #27 ASAGI AYRANCI, ANKARA; AND 1 TANK AT KUMKAPI SOKAK #36 CANKAYA, ANKARA. 4/2,100 GALLON TANKS 1 TANK AT PARIS CADDESI #23 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #35 GAZIOSMANPASA, ANKARA; 1 TANK AT CAYHANE SOKAK #32 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KULOGU SOKAK #15 ASAGI AVRANCI, ANKARA. 6/2,000 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #24 GAZIOSMANPASSA, ANKARA; 1 TANK AT KIRLANGIC SOKAK #39 GAZIOSMANPSA, ANKARA; 1 TANK AT KOZA SOKAK #26 GAZIOSMANPASA, ANKARA; 1 TANK AT MAHATAMAGANDI SOKAK #42 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KEMER SOKAK #13 GAZIOSMANPSA, ANKARA.	770,000 GL

B1 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
761-80	(CONT'D) 1/1,700 GALLON ABOVE GROUND TANK(S) AT UGUR MUMCU SOKAK #48 GAZIOSMANPASA, ANKARA. 2/1,600 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT ZIYAURRAHMAN SOKAK #15 CANKAYA, ANKARA. 1/1,400 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA 1/1,300 GALLON BELOW GROUND TANK AT ISHSAN SOKAK #6 CANKAYA, ANKARA. 2/900 GALLON ABOVE GROUND TANK(S) 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT KOZA SOKAK #107 GAZIOSMANPASA, ANKARA. 1/500 GALLON ABOVE GROUND TANK AT BALGAT AIR STATION, ANKARA. 1/500 GALLON ABOVE GROUND TANK AT AHMET MITHAT EFENDI SOKAK NO: 39 CANKAYA, ANKARA DELIVERY HOURS: 0800-1600 ORDERS TO BE PLACED FOR MINIMUM SINGLE TT LOAD OF 3,170 GALS. MULTIPLE DROP	
761-801	TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2) TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/9,200 GALLON TANKS AT ATATURK BULVARI #20KAVAKLIDERE, ANKARA. 1/5,300 GALLON ABOVE GROUND TANK AT CADDE #175 & 176 ORAN, ANKARA. 1/3,300 GALLON ABOVE GROUND TANK AT IRAN CADDESI NO. 59 CANKAYA, ANKARA. 1/3,200 GALLON BELOW GROUND TANK AT KULOGLU SOKAK #23 ASAGI AYRANCI, ANKARA. 3/2,900 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PORTAKAL CICEGI SOKAK #45 CANKAYA, ANKARA; AND 1 TANK AT SEHITERSAN SOKAK #24 CANKAYA, ANKARA. 5/2,600 GALLON TANKS 3 TANKS AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT PARIS CADDESI #32 KAVAKLIDERE, ANKARA; AND 1 TANK AT MITHAT EFENDI SOKAK #33 CANKAYA, ANKARA. 3/2,400 GALLON ABOVE GROUND TANK(S) 1 TANK AT ICACAN SOKAK #2 GAZIOSMANPASA, ANKARA; 1 TANK AT KULOGLU SOKAK #27 ASAGI AYRANCI, ANKARA; AND 1 TANK AT KUMKAPI SOKAK #36 CANKAYA, ANKARA. 4/2,100 GALLON TANKS 1 TANK AT PARIS CADDESI #23 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #35 GAZIOSMANPASA, ANKARA; 1 TANK AT CAYHANE SOKAK #32 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KULOGU SOKAK #15 ASAGI AVRANCI, ANKARA. 6/2,000 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; 1 TANK AT KOZA SOKAK #24 GAZIOSMANPASSA, ANKARA; 1 TANK AT KIRLANGIC SOKAK #39 GAZIOSMANPSA, ANKARA; 1 TANK AT KOZA SOKAK #26 GAZIOSMANPASA, ANKARA; 1 TANK AT MAHATAMAGANDI SOKAK #42 GAZIOSMANPASA, ANKARA; AND 1 TANK AT KEMER SOKAK #13 GAZIOSMANPSA, ANKARA. 1/1,700 GALLON ABOVE GROUND TANK(S) AT UGUR MUMCU SOKAK #48 GAZIOSMANPASA, ANKARA. 2/1,600 GALLON TANKS 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT ZIYAURRAHMAN SOKAK #15 CANKAYA, ANKARA.	330,000 GL

B1 (CONT'D)

ITEM NUMBER	ESTIMATED QUANTITY UI
761-801 (CONT'D)	
1/1,400 GALLON BELOW GROUND TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA	
1/1,300 GALLON BELOW GROUND TANK AT ISHSAN SOKAK #6 CANKAYA, ANKARA.	
2/900 GALLON ABOVE GROUND TANK(S) 1 TANK AT ATATURK BULVARI #110 KAVAKLIDERE, ANKARA; AND 1 TANK AT KOZA SOKAK #107 GAZIOSMANPASA, ANKARA.	
1/500 GALLON ABOVE GROUND TANK AT BALGAT AIR STATION, ANKARA.	
1/500 GALLON ABOVE GROUND TANK AT AHMET MITHAT EFENDI SOKAK NO: 39 CANKAYA, ANKARA	
DELIVERY HOURS: 0800-1600	
ORDERS TO BE PLACED FOR MINIMUM SINGLE TT LOAD OF 3,170 GALS.	
MULTIPLE DROP	

UNITED STATES AIR FORCE

INCIRLIK,
TU, USAF, 39 WING/LGSF, 5 MILES EAST OF ADANA
DELIVERY DODAAC: FP5686
BILLING DODAAC : FP5686
ORDERING OFFICE: (COMM TEL) 01-322-316-6030

850-791	MTP (TUPRAS 240 OR COMMERCIAL EQUIVALENT) GASOLINE PREMIUM UNLEADED	1,200,000 GL
	TANK TRUCK (TT), W/PUMP, METER AND 25 FT OF HOSE INTO 2/573,000 GALLON TANKS AT BULK STORAGE, BUILDING 217 1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230 DELIVERY HOURS: 0730-1630 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 5,000 GALLONS MULTIPLE DROP	

850-792	MTP (TUPRAS 240 OR COMMERCIAL EQUIVALENT) GASOLINE PREMIUM UNLEADED	800,000 GL
	TANK TRUCK (TT), W/PUMP, METER AND 25 FT OF HOSE INTO 1/10,000 GALLON TANK AT AAFES SERVICE STATION, BUILDING 487 DELIVERY HOURS: 0800-1500 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 3750 GALLONS	

B1 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
850-80	<p>TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP, METER AND 80 FT OF HOSE INTO 1/573,000 GALLON TANK AT BULK STORAGE, BUILDING 222 1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230 2/21,500 GALLON TANK AT BUILDING 402 AND OTHER STORAGE TANKS THAT MAY BE ADDED LATER</p> <p>NOTE: SINCE THE SYSTEMS FOR THESE ITEMS ARE EQUIPPED WITH ONLY ONE (1) OFFLOADING HEADER, ONLY ONE (1) TRUCK CAN BE OFFLOADED AT A TIME. DELIVERY HOURS: 0730-1630 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 5,000 GALLONS FOR THE 573,000 GALLON TANK AT BUILDING 222 AND 4,171 GALLONS FOR THE TANKS AT BUILDINGS 230, 365, AND 440.</p> <p>NOTE: IN EMERGENCIES, THE FOLLOWING CONDITIONS MAY APPLY 1) DELIVERY MAY BE REQUIRED 24 HOURS PER DAY. 2) TANKS AT TENT CITY REQUIRE FILLING STATION-TYPE NOZZLE FOR DELIVERY INTO NARROW FILL PIPE AND ESCORT INTO AREA 3) TANK AT HOSPITAL (BLDG 865), LOCATED IN GARAGE BELOW STREET</p>	<p>1,799,000 GL</p>
850-801	<p>TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 1/9,000 GALLON TANK BLDG.# 1803 SEA TERMINAL AT YUMURTALIK LOCATED 27 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 4,000 GALLONS</p>	<p>17,500 GL</p>
850-802	<p>TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 1/1,200 GALLON TANK BLDG. #1201 WATER PLANT LOCATED IN THE CITY OF ADANA ABOUT 7 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 500 GALLONS</p>	<p>3,500 GL</p>

B1 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
850-803	<p>TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP, METER AND 80 FT OF HOSE INTO 1/573,000 GALLON TANK AT BULK STORAGE, BUILDING 222 1/10,000 GALLON TANK AT MOTOR POOL, BUILDING 230 2/21,500 GALLON TANK AT BUILDING 402 AND OTHER STORAGE TANKS THAT MAY BE ADDED LATER</p> <p>NOTE: SINCE THE SYSTEMS FOR THESE ITEMS ARE EQUIPPED WITH ONLY ONE (1) OFFLOADING HEADER, ONLY ONE (1) TRUCK CAN BE OFFLOADED AT A TIME. DELIVERY HOURS: 0730-1630 ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 5,000 GALLONS FOR THE 573,000 GALLON TANK AT BUILDING 222 AND 4,171 GALLONS FOR THE TANKS AT BUILDINGS 230, 365, AND 440.</p> <p>NOTE: UNDER CONTINGENCY CONDITIONS, 1) DELIVERY MAY BE REQUIRED 24 HOURS PER DAY. 2) TANKS AT TENT CITY REQUIRE FILLING STATION-TYPE NOZZLE FOR DELIVERY INTO NARROW FILL PIPE AND ESCORT INTO AREA 3) TANK AT HOSPITAL (BLDG 865), LOCATED IN GARAGE BELOW STREET</p>	771,000 GL
850-804	<p>TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 1/9,000 GALLON TANK BLDG.# 1803 SEA TERMINAL AT YUMURTALIK LOCATED 27 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 4,000 GALLONS</p>	7,500 GL
850-805	<p>TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP AND METER INTO 1/1,200 GALLON TANK BLDG. #1201 WATER PLANT LOCATED IN THE CITY OF ADANA ABOUT 7 MILES FROM INCIRLIK AB. MINIMUM DELIVERY: 500 GALLONS</p>	1,500 GL

B1 (CONT'D)

ITEM NUMBER	ESTIMATED QUANTITY UI
----- U.S. CONSULATE -----	
ISTANBUL TU, USAF, U.S. CONSULATE DELIVERY DODAAC: FP5686 BILLING DODAAC : FP5686 ORDERING OFFICE: (COMM TEL) 01-322-316-6030	
860-79	90,000 GL
MTP (TUPRAS 240 OR COMMERCIAL EQUIVALENT) GASOLINE PREMIUM UNLEADED	
TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 1/2,500 UNDERGROUND TANK AT MESRUTTIYET CADDESI NO: 104 (PARKING LOT), TEPEBASI, ISTANBUL. DELIVER FROM 0800 - 1600 HRS. ORDERS TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS.	
860-80	63,000 GL
TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)	
TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/2,500 GALLON BELOW GROUND TANK(S) AT BOYALI SOKAK NO: 4 ARNAVUTKOY, ISTANBUL. 2/2,500 GALLON BELOW GROUND TANK(S) AT KAKULE SOKAK NO: 6 YENIKOY, ISTANBUL. 1/5,000 GALLON BELOW GROUND TANK AT CEMIL MUHAYYOS KORUSU, CEVDET KERIM INCEDAYI, ISTINYE, ISTANBUL. 1/2,500 GALLON ABOVE GROUND TANK AT PAMUK SOKAK SUMER KORUSU NO: 1 TRABYA, ISTANBUL. 2/2,000 GALLON BELOW GROUND TANK(S) AT MESRUTTIYET CADDESI NO: 04 (ANNEX IPC), TEPEBASI, ISTANBUL. 1/1,500 GALLON BELOW GROUND TANK AT MESRUTTIYET CADDESI 04 (PARKING LOT), TEPEBASI, ISTANBUL. DELIVERY HOURS: 0800 - 1600 HRS. ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 2,378 GALS. MULTIPLE DROP	
860-801	27,000 GL
TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)	
TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE INTO 2/2,500 GALLON BELOW GROUND TANK(S) AT BOYALI SOKAK NO: 4 ARNAVUTKOY, ISTANBUL. 2/2,500 GALLON BELOW GROUND TANK(S) AT KAKULE SOKAK NO: 6 YENIKOY, ISTANBUL. 1/5,000 GALLON BELOW GROUND TANK AT CEMIL MUHAYYOS KORUSU, CEVDET KERIM INCEDAYI, ISTINYE, ISTANBUL. 1/2,500 GALLON ABOVE GROUND TANK AT PAMUK SOKAK SUMER KORUSU NO: 1 TRABYA, ISTANBUL. 2/2,000 GALLON BELOW GROUND TANK(S) AT MESRUTTIYET CADDESI NO: 04 (ANNEX IPC), TEPEBASI, ISTANBUL. 1/1,500 GALLON BELOW GROUND TANK AT MESRUTTIYET CADDESI 04 (PARKING LOT), TEPEBASI, ISTANBUL. DELIVERY HOURS: 0800 - 1600 HRS. ORDERS TO BE PLACED FOR A SINGLE MINIMUM TT LOAD OF 2,378 GALS. MULTIPLE DROP	

B1 (CONT'D)

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE

IZMIR AREA

TU, USAF, 425 AIR BASE SQUADRON (425 ABS)

DELIVERY DODAAC: FP5686

BILLING DODAAC : FP5686

ORDERING OFFICE: (COMM TEL) 01-322-316-6030

875-79	MTP (TUPRAS 240 OR COMMERCIAL EQUIVALENT) GASOLINE PREMIUM UNLEAD	230,000 GL
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TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE
WITH A 1 1/2 INCH DELIVERY NOZZLE INTO

1/2,000 GALLON ABOVE GROUND TANK AT

BLDG. 146, 1599 SOKAK #12 BAYRAKLI, IZMIR.

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

1 TANK AT BLDG. 231, 1599 SOKAK #14, BAYRAKLI, IZMIR; AND

1 TANK AT BLDG. 146, 1599 SOKAK #12 BAYRAKLI, IZMIR.

DELIVERY HOURS: 0730-1630

ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT

LOAD OF 1,500 GALLONS.

875-80	TF2 (TUPRAS 410 ONLY) TURKISH DF2 DIESEL FUEL (DF-2)	161,000 GL
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TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE WITH A
1 1/2 INCH NECK NOZZLE REQUIRED FOR ALL TANKS AT SITES
LISTED BELOW INTO

2/5,000 GALLON ABOVE GROUND TANK(S)

1 TANK AT BLDG. 232, 1599 SOKAK #14 IZMIR; AND

1 TANK AT BLDG. 48, 1379 SOKAK #53 ALSANCAK, IZMIR.

1/4,000 GALLON ABOVE GROUND TANK AT

BLDG. 76, 1364 SOKAK #5 ALSANCAL, IZMIR.

1/1,380 GALLON ABOVE GROUND TANK(S) AT

BLDG. 14, 1374 SOKAK #14 ALSANCAK, IZMIR.

1/1,320 GALLON ABOVE GROUND TANK AT

BLDG. 5, 1372 SOKAK #10 ALSANCAL, IZMIR.

1/1,000 GALLON ABOVE GROUND TANK AT

BLDG. 146, 1599 SOKAK #12 BAYRAKI, IZMIR.

1/825 GALLON ABOVE GROUND TANK AT

BLDG. 2, SAIRESREF SOKAK #44 ALSANCAK, IZMIR.

1/820 GALLON ABOVE GROUND TANK AT

BLDG. 14, 1374 SOKAK #14 ALSANCAK, IZMIR.

1/800 GALLON ABOVE GROUND TANK AT

BLDG. 201, 1599 SOKAK #14 BAYRAKI, IZMIR.

1/520 GALLON ABOVE GROUND TANK AT

T-36, SAIRESREF SOKAK #44 ALSANCAL, IZMIR.

2/500 GALLON ABOVE GROUND TANK(S)

1 TANK AT BLDG. 48, 1379 SOKAK #53 ALSANCAK, IZMIR; AND

1 TANK AT BLDG. 101, 1599 SOKAK #12 BAYRAKLI, IZMIR.

1/400 GALLON ABOVE GROUND TANK AT

BLDG. 80, CUMHURIYET BULVARI 179/4 ALSANCAK, IZMIR.

1/130 GALLON ABOVE GROUND TANK AT

BLDG. 78, 1386 SOKAK #12/2, ALSANCAK, IZMIR.

2/100 GALLON ABOVE GROUND TANK(S)

1 TANK AT BLDG. 81, CUMHURIYET BULVARI, 179/7, ALSANCAL, IZMIR; AND

1 TANK AT BLDG. 76, 1364 SOKAK #5 ALSANCAK, IZMIR.

DELIVERY HOURS: 0730-1630

ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS.

MULTIPLE DROP

B1 (CONT'D)

ITEM NUMBER		ESTIMATED QUANTITY UI
875-801	<p>TF2 (TUPRAS 410 OR COMMERCIAL EQUIVALENT) TURKISH DF2 DIESEL FUEL (DF-2)</p> <p>TANK TRUCK (TT), W/PUMP, METER AND 50 FT OF HOSE WITH A 1 1/2 INCH NECK NOZZLE REQUIRED FOR ALL TANKS AT SITES LISTED BELOW INTO</p> <p>2/5,000 GALLON ABOVE GROUND TANK(S) 1 TANK AT BLDG. 232, 1599 SOKAK #14 IZMIR; AND 1 TANK AT BLDG. 48, 1379 SOKAK #53 ALSANCAK, IZMIR.</p> <p>1/4,000 GALLON ABOVE GROUND TANK AT BLDG. 76, 1364 SOKAK #5 ALSANCAL, IZMIR.</p> <p>1/1,380 GALLON ABOVE GROUND TANK AT BLDG. 14, 1374 SOKAK #14 ALSANCAK, IZMIR.</p> <p>1/1,320 GALLON ABOVE GROUND TANK AT BLDG. 5, 1372 SOKAK #10 ALSANCAL, IZMIR.</p> <p>1/1,000 GALLON ABOVE GROUND TANK AT BLDG. 146, 1599 SOKAK #12 BAYRAKI, IZMIR.</p> <p>1/825 GALLON ABOVE GROUND TANK AT BLDG. 2, SAIRESREF SOKAK #44 ALSANCAK, IZMIR.</p> <p>1/820 GALLON ABOVE GROUND TANK AT BLDG. 14, 1374 SOKAK #14 ALSANCAK, IZMIR.</p> <p>1/800 GALLON ABOVE GROUND TANK AT BLDG. 201, 1599 SOKAK #14 BAYRAKI, IZMIR.</p> <p>1/520 GALLON ABOVE GROUND TANK AT T-36, SAIRESREF SOKAK #44 ALSANCAL, IZMIR.</p> <p>2/500 GALLON ABOVE GROUND TANK(S) 1 TANK AT BLDG. 48, 1379 SOKAK #53 ALSANCAK, IZMIR; AND 1 TANK AT BLDG. 101, 1599 SOKAK #12 BAYRAKLI, IZMIR.</p> <p>1/400 GALLON ABOVE GROUND TANK AT BLDG. 80, CUMHURIYET BULVARI 179/4 ALSANCAK, IZMIR.</p> <p>1/130 GALLON ABOVE GROUND TANK AT BLDG. 78, 1386 SOKAK #12/2, ALSANCAK, IZMIR.</p> <p>2/100 GALLON ABOVE GROUND TANK 1 TANK AT BLDG. 81, CUMHURIYET BULVARI, 179/7, ALSANCAL, IZMIR; AND 1 TANK AT BLDG. 76, 1364 SOKAK #5 ALSANCAK, IZMIR.</p> <p>DELIVERY HOURS: 0730-1630 ORDERS ARE TO BE PLACED FOR SINGLE MINIMUM TT LOAD OF 1,000 GALS. MULTIPLE DROP</p>	69,000 GL

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

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

(b) MASTER SOLICITATION.

(1) This solicitation is [X], is not [] a master solicitation for the **Turkey PC&S, 1.8k** 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 closing date for the solicitation is **13 February 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 ___ 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.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC JUL 2000)****(a) INSPECTION/ACCEPTANCE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.03-3 (CONT'D)

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

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

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

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

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

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

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

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

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

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

11.04 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:

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).

I1.04 (CONT'D)

- 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waiver the preference, it shall so indicate in its offer).
- 52.219-5, 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.
- 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.

I1.04 (CONT'D)

(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:

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

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

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

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

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

[] 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).

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

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

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

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

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

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

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

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

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

(FAR 52.212-5)

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

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

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

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

- 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 #1PREAWARD SOLICITATION PROVISIONS**L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS)
(DESC JUN 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) **Offer Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

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

(5) **Exceptions.**

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

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

(b) **PAST PERFORMANCE SUBMISSION.**

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

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

(DESC 52.215-9F76)

L54 SITE VISIT (DESC OCT 1992)

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

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

(DESC 52.237-9F05)

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

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

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

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

(DESC 52.252-9F05)

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

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

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FPRs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers.

(DESC 52.216-9F45)

M55 CONVERSION FACTORS (DESC APR 1998)

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

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

(1) **TABLE I.**

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

(2) **TABLE II.**

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	<u>Kg/m³</u>	<u>API</u>					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

M55 (CONT'D)

BURNER FUEL OILS

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

DIESEL FUELS

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC APR 1999)**(a) BASIS OF AWARD.**

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

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

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

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

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

(c) EVALUATION OF PAST PERFORMANCE.

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

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

(3) The 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 business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

M72.03-1 (CONT'D)

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and 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 52.209-9F75)

LIST OF ATTACHMENTS

- | | | |
|-----|---|-------------|
| [X] | DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS | COVER SHEET |
| [X] | SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS | PAGE 1 |

CONTRACT DOCUMENTS

- | | | |
|-----|--|----------------|
| [X] | OFFEROR SUBMISSION PACKAGE (OSP) | SEPARATE COVER |
| [X] | PRICE DATA SHEET | SEPARATE COVER |
| [X] | CONTRACT PERFORMANCE DATA SHEET (CPDS) | ATTACHMENT A |

POSTAWARD CONTRACT CLAUSES**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

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

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

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

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

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

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

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

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

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

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

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

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

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

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

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

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

F1.01-1 (CONT'D)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F1.09-2 (CONT'D)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) **WATER BOTTOMS.**

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

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

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

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

F1.09-2 (CONT'D)

(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)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

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

(1) Ordering period begins: 01 JULY 2001 and ends: 30 JUNE 2003.

(2) Delivery period begins: 01 JULY 2001 and ends: 30 days after end of ordering period.

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

(DESC 52.242-9F75)

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

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

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
ALL ITEMS	FUELS MANAGER 39 WG LSF UNIT 7085, BOX 105 APO AE 09824-5105	ACCOUNTING DISBRING STATION NR 678900 DFAS-EU UNIT 10005 BOX 580 APO AE 09094-5580

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

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

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

(DESC 52.216-9FB1)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

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

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

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

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

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

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

(c) DESIGNATED OFFICE.

Name: DEFENSE ENERGY SUPPORT CENTER

Mailing Address: ATTN: DESC-PEC

8725 JOHN J. KINGMAN ROAD, SUITE 4950

FT. BELVOIR, VA 22060-6222

Telephone Number(s): 703-767-9506

Person(s) to Contact: HEIDI OERTLEY or ANTON RANESES

Electronic Address: hoertlev@desc.dla.mil or araneses@desc.dla.mil
(FAR 52.232-35)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

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

G150.06-2 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)

G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC DEC 2000)

NOTE: 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) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

G150.07 (CONT'D)

(c) **PREPARATION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (**For Germany only**, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms.)

(1) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) The original invoice shall be clearly marked ORIGINAL. Unless otherwise specified in the contract, the invoice shall be submitted to the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract.

(3) **FOR GERMANY ONLY:** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile (fax). Submission of the Abwicklungsschein for invoices submitted via fax shall follow the instructions contained in paragraph (e)(5) below.

(d) **CERTIFICATION OF RECEIPT.**

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

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall forward a copy of the receipt to the applicable paying office. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to the Ordering Office upon request.

(3) Payments to the Contractor will be based on the quantities specified in the receiving report, and payments will be made in accordance with the terms of the contract.

(e) **FACSIMILE INVOICES.** Faxed invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices:

(1) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with this requirement will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) If the fax is received before 5 p.m. local time of the country where the paying office is located, the receipt date of records is the date the item was received. If the fax is received after 5 p.m. local time, the receipt date is the next business day.

(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 the payment office specifically requests it.

(5) **FOR GERMANY ONLY.** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(DESC 52.232-9FA5)

11.01-1 DEFINITIONS (DESC FEB 1998)

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

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

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

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

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

I1.01-1 (CONT'D)

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum. (DESC 52.202-9F10)

I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

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

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

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

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

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

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

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
L211.2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997)
Under paragraph (c) “The telephone number of receiving facsimile equipment is <u>703-767-8506.</u> ”		
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (DEC 1999) – DLAD

I1.20-1 (CONT'D)

(2)

<u>CONTRACT</u> <u>CLAUSE NUMBER</u>	<u>REGULATORY</u> <u>NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I27	FAR 52.203-3	GRATUITIES (APR 1984)
I28.21	FAR 52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I81	FAR 52-216-22	INDEFINITE QUANTITY (OCT 1995)
I211	FAR 52.216-18	ORDERING (OCT 1995)

Under paragraph (a) “Such orders may be issued from **01 July 2001 through 30 June 2003.**”

(DESC 52.252-9F08)

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

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

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

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

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

(DESC 52.249-9F20)

I179 ALLOCATION (DESC JUL 1995)(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

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

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

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

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and

I179 (CONT'D)

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

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

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

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

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

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

(DESC 52.249-9F05)

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

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

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

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

(DESC 52.217-9F20)