



IN REPLY  
REFER TO

DFSC-PLB

**DEFENSE LOGISTICS AGENCY**  
**DEFENSE FUEL SUPPLY CENTER**  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FT. BELVOIR, VIRGINIA 22060-8222

December 19, 1997

**SUBJECT:** Region 6 Posts, Camps & Stations Prebid Conference

**TO:** All Prospective Region 6 Bidders

Dear Sir/Madam:

The Defense Fuel Supply Center will be holding a Pre-Bid and Electronic Commerce/Electronic Data Interchange (EC/EDI) Conference on the upcoming Region 6 Solicitation, SP0600-98-B-6000. This conference will be held in Dallas, TX on January 22, 1998. Details on location and time are attached.

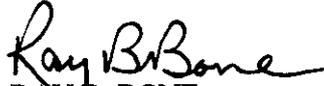
Pre-Bid conferences are designed to aid contractors in their understanding of DFSC's requirements, solicitation provisions, bidding process, and contract performance expectations. In addition to those topics, the Region 6 conference will address Gasohol / Gasoline as alternate requirements, and the new commercial way of doing business. If you have any areas of special interest that you would like DFSC to address, please include them on the attached response form. Written questions submitted prior to the conference will be answered at the conference.

Additionally, we will present an overview of the Government initiatives for EDI. EDI is continuing to be a major force in Government contracting. We will explain the fundamentals of EDI and the requirements of an EDI system. We also will discuss the current efforts and future goals of DFSC's EC/EDI program. Again, if you have topics of special interest, include them on the attached response form, and we will make every effort to address them at the conference.

For planning purposes, we need your faxed response prior to **January 12, 1998**. Also, the hotel has made available a limited number of guest rooms at a special conference rate of **\$94.00** plus tax. Individuals wishing to stay at the hotel should contact the hotel directly and mention the DFSC Regional Conference when calling. The special rate will only be available on reservations made prior to **January 15, 1998**. If you have any questions on the conference, please contact the Contract Specialist, Ms. Patricia Johnson at (703) 767-9537 or Ms. Christine Owens at (703) 767-9560. Thank you for your interest.

ENCL.

Sincerely,

  
RAY B. BONE  
Contracting Officer  
Ground Fuels Division II  
Direct Delivery Fuels



**RESPONSE FORM**  
**DFSC Region 6 Pre-Bid Conference**

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

***Conference Location:***

Sheraton Grand Hotel, Dallas / Ft. Worth Airport, Texas  
4440 W. John Carpenter Freeway  
Irving, TX 75063  
Phone 972-929-8400  
Time 8:00 a.m. - 4:00 p.m.  
January 22, 1998

**CONTACT THE HOTEL DIRECTLY FOR ROOM RESERVATIONS**

***Names of Attendees:*** \_\_\_\_\_  
\_\_\_\_\_

***Current Contract with DFSC:*** Yes \_\_\_\_\_ No \_\_\_\_\_

***Special questions/topics you would like DFSC to address at this conference:***  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please fax this response sheet by January 12, 1998 to:**

**DFSC-PL**  
**ATTN: Patricia Johnson**  
**Fax #: (703) 767-8506**

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

1. SOLICITATION NUMBER

**SP0600-98-B-6000**

2. (X one)

- |                                     |                     |
|-------------------------------------|---------------------|
| <input checked="" type="checkbox"/> | a. SEALED BID       |
| <input type="checkbox"/>            | b. NEGOTIATED (RFP) |
| <input type="checkbox"/>            | c. NEGOTIATED (RFQ) |

**INSTRUCTIONS**

Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying Offeror Submission Package.

See the provision of this solicitation entitled "L3.02, Late Submissions, Modifications and Withdrawals of Bids". Bids received after the Bid Opening date and time will be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document, and addressed to the following:

Attn: Bid Custodian, DFSC-PCC, Room 3729  
Defense Fuel Supply Center  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222

\*\*\*SPECIAL NOTE: This Solicitation incorporates changes resulting from the Federal Acquisition Streamlining Act of 1994. This change has required considerable revision to the format, structure, and substantive content of the enclosed contract clauses and the attached Offeror Submission Package.

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

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

ATTN: RON SHIELDS / CHRISTINE OWENS / PATRICIA JOHNSON - PLB DEFENSE FUEL SUPPLY CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT BELVOIR, VA 22060-6222	PHONE: (703) 767-9540 / 9560 / 9537 FACSIMILE: (703)-767-8506
	REGION 6 PURCHASE PROGRAM 3.26

**4. ITEMS TO BE PURCHASED (Brief description)**

REFORMULATED GASOLINE (1,182,500 USG), GASOHOL / GASOLINE (41,116,880 USG) AND DISTILLATES (72,912,880 USG) FOR DOD / MILITARY AND FEDERAL CIVILIAN AGENCIES IN THE STATES OF COLORADO, KANSAS, NEBRASKA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, SOUTH DAKOTA, TEXAS, AND WYOMING.

ORDERING PERIOD: 01 JUNE 1998 THROUGH 31 MAY 2001  
PURCHASE PROGRAM 3.26, REGION 6

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

- |                                     |  |                          |   |
|-------------------------------------|--|--------------------------|---|
| <input checked="" type="checkbox"/> | a. THIS PROCUREMENT IS UNRESTRICTED  |                          |   |
| <input checked="" type="checkbox"/> | b. THIS PROCUREMENT IS A <u>9.64</u> % 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.) |                          |   |
| <input checked="" type="checkbox"/> | (1) Small Business   | <input type="checkbox"/> | (2) Labor Surplus Area Concerns                 |
| <input type="checkbox"/>            |  | <input type="checkbox"/> | (3) Combined Small Business/Labor Area Concerns |

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

\*\*\*\*\*

**ATTENTION BIDDERS**

THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR BID

**NOTE: If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DFSC within 30 days after the opening date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.**

\*\*\*\*\*

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial)  SHIELDS, RON / OWENS, CHRISTINE / JOHNSON, PATRICIA	b. ADDRESS (Including Zip Code) ATTN: DFSC-PLB DEFENSE FUEL SUPPLY CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222
TELEPHONE NUMBER (703) 767-9540 / 9560 / 9537	

<b>8. REASONS FOR NO RESPONSE (X all that apply)</b>			
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)			
<b>9. MAILING LIST INFORMATION (X one)</b>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
<b>10. RESPONDING FIRM</b>			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b>	
SP0600-98-B-6000	
<b>DATE (YYMMDD)</b>	<b>LOCAL TIME</b>
98/02/04	1:00 PM

**TO** Attn: BID CUSTODIAN, DFSC-PCC, ROOM 3729  
 Defense Fuel Supply Center  
 8725 John J. Kingman Road, Suite 4950  
 Ft. Belvoir, VA 22060-6222

**A. BID OPENING DATE:** The bid opening date is **04 February 1998, 1:00 p.m. local time, Ft. Belvoir, Virginia.**  
Please Note: Facsimile bids are not permitted. Reference Clause L2.05-5.100, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS.

**B.** This is a solicitation for Gasolines and Distillates. (See Clause B1.01, SUPPLIES TO BE FURNISHED).

**C. ACKNOWLEDGMENT OF AMENDMENTS:** CAUTION: YOU MUST ACKNOWLEDGE RECEIPT OF ANY AMENDMENTS TO THIS SOLICITATION BY SIGNING AND RETURNING THE AMENDMENT. **Failure to do so could result in your bid being considered nonresponsive and consequently rejected.**

\*\*\*\*\*IMPORTANT\*\*\*\*\*

**ALL BIDDERS PLEASE TAKE SPECIAL NOTE OF ITEMS D & E**

**D.** Please complete and **submit as your bid** the original plus **one** copy of all forms contained in the accompanying Offeror Submission Package. Please note the clauses marked with an arrow (→). These clauses require your completion. Copies of all documents must be exactly the same as the original.

**E.** Contractors are strongly encouraged to read the following clauses:

- G150.06 SUBMISSION OF INVOICES FOR PAYMENT
- G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES

Invoices submitted to the Defense Finance and Accounting Service, Columbus, OH (DFAS, Columbus) must meet the following requirements:

- 1) All deliveries to one item / activity during a given day must be submitted on a single invoice.
- 2) Deliveries on separate days to the same item / activity may not be submitted on a single invoice.
- 3) All deliveries must be identified with a "PCS" Shipment Number. The number is a function of the delivery date and the delivery order. For instance, all deliveries to an item / activity made on the first day for order "A101" would be "PCS0001". Deliveries made on following days would be labeled PCS0002, PCS0003 and so forth, until a new delivery order is issued, when the "PCS" number would roll over to 0001 again.

Deliveries made on following days would be labeled PCS0002, PCS0003 and so forth, until a new delivery order is issued, when the "PCS" number would roll over to 0001 again.

4) When calculating bid prices, contractors with automated invoicing systems should consider that these provisions may require manual entry of information onto invoices.

5) If you have questions about this Shipment Number requirement, please call Ron Shields at (703) 767-9540 or Christine Owens at (703) 767-9560.

**F.** The preferential consideration provided by the DFARS clause 252.219-7006, Notice of Evaluation Preference for Small Disadvantaged Business Concerns, or 52.219-7001, Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns, or 252.219-7002, Notice of Small Disadvantaged Business Set-Aside, will be applied only to FY 89 through FY 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the preference may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the preference.

**G. BIDS SUBMITTED BY SMALL DISADVANTAGED BUSINESSES (SDBs):**

The SDB preference applies only to Department of Defense (DoD) items. These DoD items are identified in Supplies to be Furnished Schedule by the term "DODAAC." SDB preference does not apply to Federal Civil Agency items. The term "FEDAAC" identifies Federal Civil Agency line items. It is the bidder's responsibility to ensure that bid prices are submitted on the proper Price Data Sheets.

**H. Clause I174.01 MANUFACTURING AND FILLING POINTS (Unrestricted)** requires that an SDB regular dealer or manufacturer must agree to provide product only manufactured by a small business manufacturer / refinery if they wish to be considered for the evaluation preference under Clause I237.03. Price Data Sheets "DFSC Form 2.16" (FOB Destination items) must be used by any SDB who expects to receive the evaluation preferences. Price Data Sheets designated "FOB Destination Bids Only" (DFSC Form 2.18) must be used by SDBs bidding on any Federal Civilian Agency items or DoD items if unable to obtain products from a small refinery source. SDBs who wish to receive a preference are reminded to submit the following information with their bid:

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

**Failure to submit the above information with your bid may render you bid ineligible for award with an evaluation preference.**

I. For questions regarding small business matters, contact **Ms. Kathy Williams** at the DFSC Small Business Office, telephone **(703) 767-9400 or (800) 523-2601**.

**J. ATTENTION: Some items being solicited are alternative items (GASOHOL / GASOLINE), and the quantity is annotated by the Gasohol item.** The award for these alternative line items will be made at the lowest cost to the Government. Please note that under each activity in the schedule, all gasohol items (product codes 19, 22, and 24) are listed before the alternate gasoline items (product codes 26, 27, and 28). Please be aware that bids may be submitted on gasohol or gasoline, or both. However, only one product (Gasohol or Gasoline) will be awarded based on the lowest overall cost to the Government. Gasohol cannot be substituted for gasoline or vice versa. The product awarded "Gasohol or Gasoline" will be delivered for the entire contract performance period.

**K.** Any contract awarded as a result of this solicitation will be a "REQUIREMENTS-FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contract. Please refer to Clause I84, REQUIREMENTS, and I86.03, DELIVERY-ORDER LIMITATIONS.

**L. ECONOMIC PRICE ADJUSTMENTS:** This solicitation contains Clause B19.19, ECONOMIC PRICE ADJUSTMENT. Read this clause carefully and submit your bids on the Price Data Sheets contained in the Offeror Submission Package. The reference price publications to be used to escalate / de-escalate your prices have been selected by DFSC and will change weekly based on changes in the publications, not based on your product costs. The weekly changes will be computed by subtracting the value of the publication on 08 Dec 1997 (the Base Reference Date) from the publication value on the first day of the delivery week and then adding (or subtracting) the difference to or from the resultant award price. Award will be made at the bid price received at bid opening. The Base Reference Prices for items in this Solicitation are included as an attachment to the Offeror Submission Package. Contractors are responsible for independently confirming prices. After award, DFSC will post updated weekly contract prices (reference price +/- differential) to the World Wide Web.

**M. CAGE CODES:** Please insert your Commercial and Government Entity (CAGE) Code in Block 17(a) of the Standard Form 1449 and the second line of the price sheets. If you have a current Government contract (or previously had a Government contract) and do not know what the company's CAGE Code is, please contact Dorothy Gheen (703) 767-9550. If you have not been assigned a CAGE Code, insert the word "NONE" in block 17(a) of the Standard Form 1449 and complete DD Form 2051, REQUEST FOR ASSIGNMENT OF A COMMERCIAL GOVERNMENT ENTITY CODE, included in the Offeror Submission Package. **NOTE:** The Government requires that bidders hold their bid prices firm for 120 days.

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

**O. TAX INFORMATION:** Reference Clauses I28.01, FEDERAL, STATE AND LOCAL TAXES, I28.02-2 FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE and I28.03-2 TAX EXEMPTION CERTIFICATES for specific guidance regarding taxes and fees that are to be included or excluded from your bid prices. **It is the bidder's responsibility to ensure that all applicable taxes and fees are properly included or excluded from their bid price.**

- \* **DO NOT INCLUDE** the Superfund Tax in your bid price. This tax expired on January 01, 1996.
- \* **DO NOT INCLUDE** any Federal Excise Taxes (FET) in your bid price. FET / LUSTT should be listed as a separate line items on the Contractor's invoice.
- \* **INCLUDE** any state or local environmental, pollution, or inspection fees.

**P. DETERMINATION OF QUANTITY:** Under Clause F1.09-2 DETERMINATION OF QUANTITY, subparagraph (2) deliveries into or by Tank Truck(TT)/ Truck and Trailer(TTR)/ Tank Wagon(TW), subparagraph(ii), FOB Destination, there are three groups of methods to determine quantities (A,B,&C) that the Contractor should be aware of. Group A is the method that a Contractor shall have to determine quantity at destination, while Method C is a Government option if the capability exists at the site. Group B allows the contractor to use net quantity determined at loading point by a calibrated loading rack meter. The contractor should also be aware that method B applies normally to TT and TTR deliveries.

**Q. OXYGENATED/NON-OXYGENATED GASOLINE ITEMS:** Prices for oxygenated/non-oxygenated items will change during oxygenated and non-oxygenated periods. Contract prices will be adjusted to allow for the difference in the reference prices between the oxygenated and non-oxygenated periods. (See attached instructions and Clause C16.69-6 for specific oxygenated periods)

**R. NOTE TO LARGE BUSINESSES ONLY:** Clause I171.01-2 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, requires submission of a subcontracting plan for awards \$500,000 or more. DFSC-P Form 1 (Attachment 3 in the Offeror Submission Package) may be used to meet this requirement, or you may submit a written plan which includes the information required by Clause I171.01-2.

**S. ITEM NUMBERS:**

The suffix on each item number indicates a specific product. Here is a list of the items found in this solicitation. The list may not be all inclusive but serves as a guide for understanding the schedule.

<u>SUFFIX</u>	<u>PRODUCT</u>
-07	Rfg, Gasoline, Mid
-08	Rfg, Gasoline, Reg
-12	Low Sulfur Diesel #1
-13	Low Sulfur Diesel #2
-19	Gasohol, Midgrade Unleaded
-22	Gasohol, Premium Unleaded
-24	Gasohol, Regular Unleaded
-26	Gasoline, Midgrade Unleaded
-27	Gasoline, Premium Unleaded
-28	Gasoline, Regular Unleaded
-32	DF1, High Sulfur Diesel (Red Dye)
-34	DF2, High Sulfur Diesel (Red Dye)
-43	FS1, #1 Fuel Oil
-46	Fuel Oil, Burner #2
-67	Low Sulfur, Diesel #1 (Federal Civilian Items)
-68	Low Sulfur, Diesel #2 (Federal Civilian Items)
-70	High Sulfur, Diesel #2 (Federal Civilian Items)
-83	Low Sulfur, Diesel #2 (Red Dye)
-88	Low Sulfur, Diesel, Winter (Red Dye)
-94	Low Sulfur, Diesel, Summer (Red Dye)

**T. \*\*\*\*\*SPECIAL NOTE\*\*\*\*\***

Contract fuel price changes are now available through the Internet at the Defense Fuel Supply Center's Home Page. Beginning with the new contract period, paper copies of price changes will no longer be mailed. If your organization does not already have access to the Internet, there are many Internet Service Providers (ISP). All that is needed is a personal computer capable of running Windows 3.1 or higher connected to a standard telephone line using a phone jack cable, a modem, and a subscription to one of the many ISP's such as Compuserve, American Online, Prodigy, or Erols for access to the Internet. There are also Internet Web browsers available for non-Windows (DOS, Mac, etc.) computer operating environments. The ISP of your choice will provide Internet access instructions including software requirements for those not familiar with the Internet. Agreements with ISP's are between the user and the provider.

DFSC's decision to move from paper to electronic distribution of fuel contract price changes will benefit fuel contractors and government agencies alike. Price information will be available immediately after processing, avoiding normal mailing delays and time consuming telephone calls. Questions or concerns about this change can be directed to Ron Shields at (703) 767-9540 or Christine Owens at (703) 767-9560.

The Defense Fuel Supply Center Home Page is available at:

**<http://www.dfsc.dla.mil>**

**U. POINT OF CONTACT:**

DFSC contact point and telephone number for emergency situations during after duty hours:

Command Control Center (CCC)  
(703) 767-8420

**INSTRUCTIONS FOR BIDDERS CONCERNING BASE REFERENCE PRICES  
FOR OXYGENATED / NON-OXYGENATED GASOLINE ITEMS**

1. The periods requiring oxygenated fuel are clearly stated in Clause C16.69-6 SPECIFICATIONS ) (CONT'D) (REGION 6).
2. When preparing bids during the oxygenated fuel season:
  - a. Determine whether the oxygenated or "clear" reference price is required for each item included in your bid.
  - b. Items requiring oxygenated fuel during the oxygenated fuel season will use the oxygenated posting as the base reference price.
  - c. Items not requiring oxygenated fuel during the oxygenated fuel season will use the "clear" posting as the base reference price.
3. Since there may be oxygenated and non-oxygenated items within the same market area, both base reference prices may be applicable to your bid. However, only one base reference price is applicable to any one line item.
4. It is the bidders responsibility to verify each item's requirement and to determine the need for oxygenated fuel. The base reference prices for items in this solicitation are included as an attachment to the Offeror submission Package.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SC0600-98-04778/ 0478</b>		PAGE 1 OF 223	
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-98-B-6000</b>		6. SOLICITATION ISSUE DATE <b>31 DEC 97</b>
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>RON SHIELDS / CHRISTINE OWENS</b>			b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9540</b> <b>(703) 767-9560</b>		8. OFFER DUE DATE/ LOCAL TIME <b>04 FEB 98 @ 1:00 PM</b>
9. ISSUED BY <b>DEFENSE FUEL SUPPLY CENTER</b> <b>DFSC-PLB</b> <b>8725 JOHN J. KINGMAN RD, STE 4950</b> <b>FT BELVOIR, VA 22060-6222 FAX: 703-767-8506</b> <b>BUYER/ SYMBOL: R. SHIELDS/C. OWENS/ PLB</b> <b>PHONE: (703) 767-9540 / (703) 767-9560</b> <b>PP 3.26</b>			CODE <b>SC0600</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 9.64 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A)  SIC: <b>5172/2911</b> SIZE STANDARD: <b>500/1500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO <b>SEE SCHEDULE</b>			CODE	16. ADMINISTERED BY <b>SEE BLOCK 9</b>		CODE	
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>See Clause G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DFSC APR 1996), G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&amp;S) (DFSC APR 1997), &amp; G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997).</b>		CODE		TELEPHONE NO.
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>	(Attach additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CF0 01 26.1 S33150					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) <b>RAY B. BONE</b>		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER	34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER
				38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER		40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INDEXCONTINUATION OF STANDARD FORM 1449

CONTINUATION OF BLOCK 19-24 OF STANDARD FORM 1449: THE SCHEDULE	PAGE 6
B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S)(DFSC APR 1996)	6

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
K1.01-2	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)	156
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)	161
L2.05-5.100	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DFSC AUG 1997)	162
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DFSC SEP 1997)	163
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 1996)	165
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 1997)	167

ADDENDUM #1PRE-AWARD SOLICITATION PROVISIONS

K1.01-7	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)(DFSC MAY 1997)	168
K1.06	CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)	168
K5	USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)	169
K12.03	BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1994)	170
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DFSC JUN 1996)	171
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)	172
L2.10	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	173

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
L2.10-1	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	173
L2.29	MASTER SOLICITATION (DFSC JUN 1997)	173
L3.03	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)	173
L4.04	CONTRACT AWARD - SEALED BIDDING (JUL 1990)	174
L5.01	AGENCY PROTESTS (DFSC AUG 1997) - DLAD	174
L44	PRICES (DFSC DEC 1991)	175
L46	SINGLE UNIT PRICE REQUIRED (DFSC JUN 1996)	175
L54	SITE VISIT (DFSC OCT 1992)	175
L117	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S)(DFSC JUN 1997)	175
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC MAR 1996)	176
M16.01	EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)	176
M63.01	EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S DFSC DEC 1993)	176

**LIST OF ATTACHMENTS**

DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF FORM 1449, SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS	PAGE 1
BASE REFERENCE PRICES	ATTACHMENT 1
PRICE DATA SHEETS	ATTACHMENT 2
SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS	ATTACHMENT 3
SUBCONTRACTING PLAN	
CAGE CODE REQUEST FORM	ATTACHMENT 4

**ADDENDUM #2**

**POST-AWARD SOLICITATION PROVISIONS**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
B18	SET-ASIDE QUANTITIES (DFSC FEB 1968)	177
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S)(DFSC JUN 1997)	177
C16.69	SPECIFICATIONS (DFSC OCT 1996)	188

C16.69-6	SPECIFICATIONS (CONT'D) (REGION 6) (DFSC AUG 1994)	193
E5	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)	194
E35.02	REQUESTS FOR WAIVERS AND DEVIATIONS (DFSC JUN 1997)	195
F1.01-1	DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DFSC APR 1997)	196
F1.09-1	ANNOTATION OF SHIPPING DOCUMENTS (DFSC AUG 1996)	197
F1.09-2	DETERMINATION OF QUANTITY (PC&S) (DFSC APR 1996)	197
<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S)(DFSC JUN 1997)	199
F4	DELIVERY AND ORDERING PERIODS (DFSC AUG 1976)	200
F14	SHIPMENT AND ROUTING (DFSC JUN 1990)	200
F105	VARIATION IN QUANTITY (APR 1984)	201
G3	INVOICE NUMBERING REQUIREMENTS (DFSC DEC 1994)	201
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)	201
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DFSC OCT 1997)	202
G9.09	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)	204
G150.03	ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENTS (EDI) (DFSC APR 1996) (REV)	206
G150.06	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997)	207
G150.06-2	SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DFSC AUG 1995)	208
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997)	208
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	210
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE - COMMERCIAL ITEMS (DFSC FEB 1996)	210
I11.04	BANKRUPTCY (JUL 1995)	210

I27	GRATUITIES (APR 1984)	211
I28.01	FEDERAL, STATE, AND LOCAL TAXES (DFSC NOV 1993) (DEVIATION)	211
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DFSC AUG 1997)	212
I28.03-2	TAX EXEMPTION CERTIFICATES (DFSC AUG 1995)	213
I33	INTEREST (JUN 1996)	213
I84	REQUIREMENTS (OCT 1995)	213
I84.01-2	REQUIREMENTS (SET-ASIDE) (DFSC JUN 1996)	214
<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
I86.03	DELIVERY-ORDER LIMITATIONS (PC&S) (DFSC MAY 1996)	216
I87	OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD	216
I171.01-2	SMALL, SMALL DISADVANTAGED, AND WOMEN OWNED BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996)	216
I171.07	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 1995)	219
I174	MANUFACTURING AND FILLING POINTS (SET-ASIDES) (DFSC APR 1996)	219
I174.01	MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)	216
I179	ALLOCATION (DFSC JUL 1995)	220
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)	221
I190.04	MATERIAL SAFETY DATA SHEETS - COMMERCIAL ITEMS (DFSC MAR 1996)	221
I209.09	EXTENSION PROVISIONS (PC&S) (DFSC OCT 1994)	222
I211	ORDERING (OCT 1995)	222
I237	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)	222
I237.03	NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)	223

## B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&amp;S) (DFSC APR 1996)

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

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

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

(d) Please note that the Small Disadvantaged Business preference applies only to Department of Defense (DoD) items. These DoD items are identified below by the term DODAAC. The term FEDAAC identifies Federal Civil Activities to which the preference does not apply.

(e) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (REGION 6) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(f) Bids shall not be submitted for quantities less than the estimated quantities specified below for each line item. Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF COLORADO  
-----AURORA,  
CO, USAF, ANG, 140 FW, BUCKLEY/CO ANG BASE, ST HIGHWAY 30,  
ARAPAHOE COUNTY  
DELIVERY DODAAC: FP6061  
ORDERING OFFICE: 303-677-9818

755-12 DIESEL FUEL #1 (DL1) 160,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/6,000 GALLON ABOVE GROUND TANK(S) INTERCONNECT  
AT BUILDING 340  
1/4,000 GALLON ABOVE GROUND TANK(S) INTERCONNECT  
AT BUILDING 340  
ANTICIPATE 15% ON HIGHWAY USE  
DELIVERY PERIOD: OCTOBER - MARCH  
MULTIPLE DROP

755-13 DIESEL FUEL #2 (DL2) 135,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/6,000 GALLON ABOVE GROUND TANK(S) INTERCONNECT  
AT BUILDING 340  
1/4,000 GALLON ABOVE GROUND TANK(S) INTERCONNECT  
AT BUILDING 340  
ANTICIPATE 15% ON HIGHWAY USE  
DELIVERY PERIOD: APRIL - SEPTEMBER  
MULTIPLE DROP

755-19 GASOHOL, MID UNL (GUM) 150,000 GL

TANK TRUCK (TT), W/PUMP AND VAPOR RECOVERY SYSTEM  
INTO  
1/6,000 GALLON INTERCONNECTING AT BUILDING 340  
1/4,000 GALLON INTERCONNECTING AT BUILDING 340  
ANTICIPATE 15% ON HIGHWAY USE  
MULTIPLE DROP









## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER	STATE OF COLORADO	ESTIMATED QUANTITY	UI
760-13	DIESEL FUEL #2 (DL2)  TANK WAGON (TW), W/PUMP, METER AND 2 1/2 INCH HOSE WITH NOZZLE INTO 2/1,000 GALLON TANKS(S) AT MILITARY SERVICE STATION BUILDING 302 ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1400 DELIVERY PERIOD: MAY - SEPTEMBER	30,000	GL
760-19	GASOHOL, MID UNL (GUM)  TANK WAGON (TW), W/PUMP, METER AND 2 1/2 INCH HOSE WITH NOZZLE INTO 1/1,000 GALLON TANK AT MILITARY SERVICE STATION BUILDING 302 ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1400	30,000	GL
760-26	GASOLINE, MID UNL (MUM)  TANK WAGON (TW), W/PUMP, METER AND 2 1/2 INCH HOSE WITH NOZZLE INTO 1/1,000 GALLON TANK AT MILITARY SERVICE STATION BUILDING 302 ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1400 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 760-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0	GL









## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF COLORADO  
-----

ESTES PARK,  
CO, DI, NPS, ROCKY MOUNTAIN NATIONAL PARK, 2 1/2 MILES WEST, (FOR  
UTILITY AREA),  
LARIMER COUNTY  
DELIVERY FEDAAC: 148272  
ORDERING OFFICE: 303-586-2371 EXT 235

B40-22 GASOHOL, PREM UNL (GUP) 180,000 GL

TANK TRK/TRL (TTR), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 95% ON HIGHWAY USE

B40-27 GASOLINE, PREM UNL (MUP) 0 GL

TANK TRK/TRL (TTR), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 95% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
B40-22. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

B40-67 DIESEL FUEL #1, LOW SULF (LS1) 45,000 GL

TANK TRUCK (TT), INTO  
1/6,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY PERIOD: OCTOBER - MARCH

B40-68 DIESEL FUEL #2, LOW SULF (LS2) 45,000 GL

TANK TRUCK (TT), INTO  
1/6,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY PERIOD: APRIL - SEPTEMBER





Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF COLORADO  
-----

035-121 DIESEL FUEL #1 (DL1) 225,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/4,000 GALLON ABOVE GROUND TANK(S)  
3/1,000 GALLON ABOVE GROUND TANK(S)  
1/500 GALLON ABOVE GROUND TANK(S)  
1/1,000 GALLON FUEL TANKER  
1/550 GALLON FUEL TANKER  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
-----

035-13 DIESEL FUEL #2 (DL2) 240,000 GL

TANK TRK/TRL (TTR), INTO  
1/20,000 GALLON BELOW GROUND TANK  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500  
DELIVERY PERIOD: MAY THROUGH SEPTEMBER

035-131 DIESEL FUEL #2 (DL2) 156,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/4,000 GALLON ABOVE GROUND TANK(S)  
3/1,000 GALLON ABOVE GROUND TANK(S)  
1/500 GALLON ABOVE GROUND TANK(S)  
1/1,000 GALLON FUEL TANKER  
1/550 GALLON FUEL TANKER  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED







## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER	ESTIMATED QUANTITY	UI
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-----  
STATE OF COLORADO  
-----

GRAND LAKE,  
CO, DI, NPS, ROCKY MOUNTAIN NATIONAL PARK, UTILITY AREA, 1/2 MILE  
NORTH.

GRAND COUNTY

DELIVERY FEDAAC: 148272

ORDERING OFFICE: 970-586-2371 EXT 235

B60-22	GASOHOL, PREM UNL (GUP)	60,000	GL
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TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 95% ON HIGHWAY USE

B60-27	GASOLINE, PREM UNL (MUP)	0	GL
--------	--------------------------	---	----

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 95% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
B60-22. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

B60-67	DIESEL FUEL #1, LOW SULF (LS1)	66,000	GL
--------	--------------------------------	--------	----

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY PERIOD: SEPTEMBER - MARCH

B60-68	DIESEL FUEL #2, LOW SULF (LS2)	66,000	GL
--------	--------------------------------	--------	----

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY PERIOD: APRIL - AUGUST

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF COLORADO  
-----

GREELEY  
CO, USAF, 2506 E. 8TH STREET, CO ANG, WEST OF GREELEY-WELD AIRPORT  
WELD COUNTY  
DELIVERY DODAAC: FP6061  
ORDERING OFFICE: 303-677-9818

768-12 DIESEL FUEL #1 (DL1) 300,000 GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
2/8,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: OCTOBER THRU NOVEMBER

768-13 DIESEL FUEL #2 (DL2) 300,000 GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
2/8,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: APRIL THRU SEPTEMBER

\*\*\*\*\*

LAKESWOOD,  
CO, USPS, 80225-1526, POST OFFICE, 10799 WEST ALAMEDA AVENUE,  
JEFFERSON COUNTY  
DELIVERY FEDAAC: 188228  
ORDERING OFFICE: 303-297-6733

B70-24 GASOHOL, REG UNL (GUR) 135,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE













ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF KANSAS  
-----

CONCORDIA,  
KS, ARMY, NG, DET 1, BTRYA, 2-130 FA RR3 211 SOUTH AIRPORT ROAD, (FOR  
USPFO, KANSAS),  
CLOUD COUNTY  
DELIVERY DODAAC: W81ABL  
BILLING DODAAC : W55RHF  
ORDERING OFFICE: 913-266-1217

060-13      DIESEL FUEL #2 (DL2)      60,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/2,500 GALLON GOV'T FURNISHED TRUCK(S)  
1/1,200 GALLON GOV'T FURNISHED TRUCK(S)  
ANTICIPATE 80% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

\*\*\*\*\*

FT LEAVENWORTH,  
KS, ARMY, HIGHWAY #73, 7TH AND METROPOLITAN,  
LEAVENWORTH COUNTY  
DELIVERY DODAAC: W55NS0  
BILLING DODAAC : W55NS0  
ORDERING OFFICE: 913-684-9973

065-12      DIESEL FUEL #1 (DL1)      72,000    GL

TANK TRUCK (TT), INTO  
1/30,000 GALLON BELOW GROUND TANK  
1/12,000 GALLON BELOW GROUND TANK  
1/10,000 GALLON BELOW GROUND TANK  
2/5,000 GALLON BELOW GROUND TANK  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY PERIOD: OCTOBER - APRIL  
MULTIPLE DROP





















## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- STATE OF KANSAS -----	
790-13	DIESEL FUEL #2 (DL2)  TANK TRUCK (TT), INTO 3/10,000 GALLON TANKS AT BUILDINGS #33, #965 AND #708 TRUCKS MUST REPORT TO BUILDING 965 ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: APRIL - SEPTEMBER	200,000 GL
790-24	GASOHOL, REG UNL (GUR)  TANK TRUCK (TT), INTO 2/68,000 GALLON TANKS AT BUILDING 965 3/10,000 GALLON TANKS AT BUILDINGS #708 AND #33 ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED TRUCKS MUST REPORT TO BUILDING 965. MULTIPLE DROP	320,000 GL
790-28	GASOLINE, REG UNL (MUR)  TANK TRUCK (TT), INTO 2/68,000 GALLON TANKS AT BUILDING 965 3/10,000 GALLON TANKS AT BUILDINGS #708 AND #33 ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED TRUCKS MUST REPORT TO BUILDING 965. MULTIPLE DROP NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 790-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF KANSAS  
-----

790-46 FUEL OIL, BURNER #2 (FS2) 300,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP, METER AND 200 FOOT OF  
HOSE INTO

- 1/20,000 GALLON TANK
- 5/10,000 GALLON TANKS
- 4/8,000 GALLON TANKS
- 1/6,000 GALLON TANKS
- 2/4,000 GALLON TANKS
- 2/3,000 GALLON TANKS
- 4/2,500 GALLON TANKS
- 2/2,000 GALLON TANKS
- 1/1,000 GALLON TANK
- 1/500 GALLON TANK
- 1/300 GALLON TANK

DELIVERY TICKET REQUIRED

ESCORT REQUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS  
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL  
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE  
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.













Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEBRASKA  
-----

ASHLAND,  
NE, ARMY, NG, REGION IVNCO ACADEMY, 2 MILES NORTH EAST ON HIGHWAY #6,  
1 MILE NORTH TO CAMP ASHLAND, (FOR USPFO, NEBRASKA),  
SAUNDERS COUNTY  
DELIVERY DODAAC: W81EEK  
BILLING DODAAC : W59LWG  
ORDERING OFFICE: 402-471-7544

120-12      DIESEL FUEL #1 (DL1)      60,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD:    OCTOBER - MARCH

120-13      DIESEL FUEL #2 (DL2)      15,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD:    APRIL - SEPTEMBER





Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEBRASKA  
-----

ELKHORN,  
NE, USAF, ACC, 1A COMMG, DET 2, US HIGHWAY 31, 4 1/2 MILES WEST (FOR  
OFFUTT AFB),  
DOUGLAS COUNTY  
DELIVERY DODAAC: FP4600  
ORDERING OFFICE: 402-294-2632

805-12 DIESEL FUEL #1 (DL1) 50,700 GL

TANK TRUCK (TT), INTO  
1/15,000 GALLON TANK  
2/6,000 GALLON TANKS  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1600  
MULTIPLE DROP

\*\*\*\*\*

HASTINGS,  
NE, ARMY, NG, UTES #1, APPROXIMATELY 4 MILES EAST OF US HIGHWAY #6, 1  
MILE SOUTH ON COUNTY ROAD, 1 MILE EAST ON COUNTY ROAD, (FOR USPFO,  
NEBRASKA),  
CLAY COUNTY  
DELIVERY DODAAC: W59KCS  
BILLING DODAAC : W59LWG  
ORDERING OFFICE: 402-471-7544

127-12 DIESEL FUEL #1 (DL1) 60,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON ABOVE GROUND TANK(S)  
2/2,500 GALLON HEMTT TANKERS  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: OCTOBER - MARCH







## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEBRASKA  
-----

OFFUTT AFB,  
NE, USAF, ACC, 55TH WG, US HIGHWAY 73 AND 75,  
SARPY COUNTY  
DELIVERY DODAAC: FP4600  
ORDERING OFFICE: 402-294-2632

815-12 DIESEL FUEL #1 (DL1) 2,050,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/1,132,000 GALLON TANK AT BUILDING 486  
1/10,000 GALLON TANK AT BUILDING 337  
2/2,000 GALLON TANKS AT BUILDING 322  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1530  
DRIVER REPORT TO BUILDING 431  
MULTIPLE DROP

815-24 GASOHOL, REG UNL (GUR) 630,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/20,000 GALLON TANK AT BUILDING 482  
2/10,000 GALLON TANKS AT BUILDING 337  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1530  
DRIVER REPORT TO BUILDING 431  
MULTIPLE DROP

815-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO  
1/20,000 GALLON TANK AT BUILDING 482  
2/10,000 GALLON TANKS AT BUILDING 337  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1530  
DRIVER REPORT TO BUILDING 431  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
815-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.







Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF NEBRASKA  
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YORK,  
NE, ARMY, NG, A CO, (S&T), 1129 EAST 6TH STREET, YORK, NE 68467 (FOR  
USPFO, NEBRASKA),  
YORK COUNTY  
DELIVERY DODAAC: W80840  
BILLING DODAAC : W59LWG  
ORDERING OFFICE: 402-471-7544

145-13 DIESEL FUEL #2 (DL2) 80,000 GL

TANK TRUCK (TT), W/PUMP INTO  
6/5,000 GALLON TANKER TRUCKS  
2/1,200 GALLON TANKER TRUCKS  
ANTICIPATE 50% ON HIGHWAY USE  
MULTIPLE DROP

-----  
STATE OF NEW MEXICO  
-----

ALAMOGORDO,  
NM, ARMY, WITHIN HOLLOMAN AFB, 10 MILES SOUTH WEST OF ALAMOGORDO, US  
HIGHWAY 70, BUILDING 845 WEST AREA, (FOR WHITE SANDS MISSILE RANGE),  
OTERO COUNTY  
DELIVERY DODAAC: W43HZD  
BILLING DODAAC : W43HZD  
ORDERING OFFICE: 505-678-7660

150-13 DIESEL FUEL #2 (DL2) 150,000 GL

TANK WAGON (TW), W/PUMP, METER AND 3" I.D. HOSE  
INTO  
1/10,000 GALLON TANK  
ANTICIPATE 11% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0745-1415  
ESCORT REQUIRED













Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

CROWNPOINT,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, BRANCH OF FACILITY MANAGEMENT  
MCKINLEY COUNTY  
DELIVERY FEDAAC: 1483E1  
ORDERING OFFICE: 505-786-6172

E37-461 FUEL OIL, BURNER #2 (FS2) 1,350,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP INTO  
1/8,000 GALLON TANK AT COMMUNITY SCHOOL  
6/6,000 GALLON TANKS AT COMMUNITY SCHOOL  
1/1,000 GALLON TANK AT COMMUNITY SCHOOL

E37-462 FUEL OIL, BURNER #2 (FS2) 280,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP AND LADDER INTO  
1/10,000 GALLON TANK AT HEADQUARTERS

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CROWNPOINT,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, LAKE VALLEY BOARDING SCHOOL, 30  
MILES NORTH  
SAN JUAN COUNTY  
DELIVERY FEDAAC: 1483C2  
ORDERING OFFICE: 505-786-6172

E38-46 FUEL OIL, BURNER #2 (FS2) 450,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP, METER AND LADDER INTO  
1/4,000 GALLON TANK  
1/3,000 GALLON TANK  
1/1,500 GALLON TANK  
10/317 GALLON TANKS  
DELIVERY TICKET REQUIRED

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

CROWNPOINT,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, PUEBLO PINTADO SCHOOL,  
APPROXIMATELY 40 MILES NORTHEAST,  
MCKINLEY COUNTY  
DELIVERY FEDAAC: 1483BO  
ORDERING OFFICE : 505-786-9330  
ALT ORDERING OFFICE: 505-9330-6168

E39-46 FUEL OIL, BURNER #2 (FS2) 216,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP AND LADDER INTO  
1/8,000 GALLON TANK  
1/2,000 GALLON TANK  
MULTIPLE DROP

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CRYSTAL,  
NM, DI, BIA, FT DEFIANCE AGENCY, FACILITY MANAGEMENT, 64 MILES  
NORTHWEST OF GALLUP, NEW MEXICO  
SAN JUAN COUNTY  
DELIVERY FEDAAC: 1481R5  
ORDERING OFFICE: 602-729-5041 EXT 307

E45-46 FUEL OIL, BURNER #2 (FS2) 60,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP, METER AND 8 FOOT LADDER  
INTO  
1/3,000 GALLON ABOVE GROUND TANK(S)  
2/2,000 GALLON ABOVE GROUND TANK(S)  
3/1,500 GALLON ABOVE GROUND TANK(S)  
DELIVERY TICKET REQUIRED

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

CUBA,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, TORREON SCHOOL, APPROXIMATELY 35  
MILES SOUTHWEST  
SANDOVAL COUNTY  
DELIVERY FEDAAC: 1483B9  
ORDERING OFFICE: 505-786-6168

E51-46      FUEL OIL, BURNER #2 (FS2)      126,000    GL  
              MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP, METER AND LADDER INTO  
1/2,000 GALLON TANK  
1/1,500 GALLON TANK  
DELIVERY TICKET REQUIRED  
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS  
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL  
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE  
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

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DEMING  
NM, DJ, IMMIGRATION AND NATURALIZATION SERVICE BORDER PATROL  
1701 SOUTH COLUMBUS HIGHWAY  
LUNA COUNTY  
DELIVERY FEDAAC:  
ORDERING OFFICE: 915-540-7850 EXT. 247

E53-24      GASOHOL, REG UNL (GUR)      253,000    GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
1/3,800 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 99% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED







Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
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GALLUP,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, BREAD SPRING SCHOOL, 18 MILES  
SOUTH THEN 10 MILES NORTHEAST OF DANOFF ROAD,  
MCKINLEY COUNTY  
DELIVERY FEDAAC: 1483D1  
ORDERING OFFICE : 505-786-6146/6168  
ALT ORDERING OFFICE: 505-488-6484

E65-46 FUEL OIL, BURNER #2 (FS2) 88,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP AND METER INTO  
2/1,500 GALLON TANKS  
DELIVERY TICKET REQUIRED

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GRANTS,  
NM, DI, BIA, EASTERN NAVAJO AGENCY, BORREGO PASS DAY SCHOOL ON  
HIGHWAY 66, 40 MILES NORTHWEST,  
MCKINLEY COUNTY  
DELIVERY FEDAAC: 1483C3  
ORDERING OFFICE: 505-786-5237

E70-46 FUEL OIL, BURNER #2 (FS2) 75,000 GL  
MAX. SULFUR CONTENT 0.30 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/8,000 GALLON TANK  
DELIVERY TICKET REQUIRED

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW MEXICO  
-----

HOLLOMAN AFB,  
 NM, USAF, ACC, 49 FW, 6 MILES SOUTHWEST OF AMOGORDO, US HIGHWAY #70,  
 OTERO COUNTY  
 DELIVERY DODAAC: FP4801  
 ORDERING OFFICE: 505-479-5294

825-13 DIESEL FUEL #2 (DL2) 720,000 GL

TANK TRUCK (TT), WITH PUMP AND VAPOR RECOVERY  
 SYSTEM INTO  
 4/12,000 GALLON TANKS AT BUILDING 701  
 1/20,000 GALLON TANK AT BUILDING 136  
 1/10,000 GALLON TANK AT BUILDING 1063  
 1/6,000 GALLON TANK AT BUILDING 298  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1630  
 MINIMUM DELIVERY: 6,000 GALLONS  
 MULTIPLE DROP  
 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
 PREFERENTIAL CONSIDERATION WILL APPLY

825-13A DIESEL FUEL #2 (DL2) 720,000 GL

TANK TRUCK (TT), WITH PUMP AND VAPOR RECOVERY  
 SYSTEM INTO  
 4/12,000 GALLON TANKS AT BUILDING 701  
 1/20,000 GALLON TANK AT BUILDING 136  
 1/10,000 GALLON TANK AT BUILDING 1063  
 1/6,000 GALLON TANK AT BUILDING 298  
 ANTICIPATE 50% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1630  
 MINIMUM DELIVERY: 6,000 GALLONS  
 MULTIPLE DROP  
 NOTE: THIS IS A SETASIDE ITEM



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW MEXICO  
-----

KIRTLAND AFB,  
 NM, USAF, AFMC, 377 ABW, US HIGHWAY #66 & I-40 & I-25,  
 BERNALILLO COUNTY  
 DELIVERY DODAAC: FP4469  
 ORDERING OFFICE: 505-846-7693

830-13      DIESEL FUEL #2 (DL2)      501,500    GL

TANK TRUCK (TT), INTO  
 1/10,000 GALLON TANK AT BUILDING 1032  
 2/5,000 GALLON TANKS AT BUILDINGS 1032 AND 20359  
 1/3,000 GALLON TANK AT BUILDING 00471  
 2/40,000 GALLON TANKS AT BUILDINGS 30146 AND  
 27497  
 ANTICIPATE 2% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DRIVER REPORT TO BUILDING #1032  
 MULTIPLE DROP  
 NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
 PREFERENTIAL CONSIDERATION WILL APPLY

830-13A    DIESEL FUEL #2 (DL2)      501,500    GL

TANK TRUCK (TT), INTO  
 1/10,000 GALLON TANK AT BUILDING 1032  
 2/5,000 GALLON TANKS AT BUILDINGS 1032 AND 20359  
 1/3,000 GALLON TANK AT BUILDING 00471  
 2/40,000 GALLON TANKS AT BUILDINGS 30146 AND  
 27497  
 ANTICIPATE 2% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DRIVER REPORT TO BUILDING #1032  
 MULTIPLE DROP  
 NOTE: THIS IS A SETASIDE ITEM















Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

MESCALERO,  
NM, DI, BIA, MESCALERO AGENCY,  
OTERO COUNTY  
DELIVERY FEDAAC: 148393  
ORDERING OFFICE: 505-671-4423

F30-19      GASOHOL, MID UNL (GUM)      147,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/6,000 GALLON TANK  
1/2,000 GALLON TANK  
2/1,000 GALLON TANKS  
1/500 GALLON TANK  
1/300 GALLON TANK  
ANTICIPATE 95% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0700-1500

F30-24      GASOHOL, REG UNL (GUR)      48,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK AT APPACHE SUMMIT-FORESTRY  
COMPLEX AND ADULT CORRECTIONAL CENTER  
1/1,000 GALLON TANK AT APPACHE SUMMIT-FORESTRY  
COMPLEX AND ADULT CORRECTIONAL CENTER  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0700-1500









Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

SHIPROCK,  
NM, DI, BIA, SHIPROCK AGENCY, BRANCH OF FACILITY MANAGEMENT,  
BECLABITO SCHOOL, 15 MILES NORTHWEST  
SAN JUAN COUNTY  
DELIVERY FEDAAC: 1483S8  
ORDERING OFFICE: 505-368-4427 EXT 400

F51-46      FUEL OIL, BURNER #2 (FS2)      72,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
3/1,000 GALLON TANKS  
DELIVERY TICKET REQUIRED

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SOCORRO,  
NM, ARMY, STALLION RANGE CENTER, 30 MILES SOUTH EAST OF SOCORRO ROAD,  
BUILDING WS00209, (FOR WHITE SANDS MISSILE RANGE),  
SOCORRO COUNTY  
DELIVERY DODAAC: W43HZD  
BILLING DODAAC : W43HZD  
ORDERING OFFICE: 505-678-7660

190-12      DIESEL FUEL #1 (DL1)      125,000    GL

TANK TRUCK (TT), W/PUMP AND 3" I.D. HOSE INTO  
1/25,000 GALLON ABOVE GROUND TANK(S)  
2/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1400  
DELIVERY PERIOD: OCTOBER - MARCH  
MULTIPLE DROP  
ESCORT REQUIRED

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW MEXICO  
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190-13	DIESEL FUEL #2 (DL2)	350,000 GL
	TANK TRUCK (TT), W/PUMP AND 3" I.D. HOSE INTO 1/25,000 GALLON ABOVE GROUND TANK(S) 2/5,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 DELIVERY PERIOD: APRIL - NOVEMBER MULTIPLE DROP ESCORT REQUIRED	
190-24	GASOHOL, REG UNL (GUR)	600,000 GL
	TANK TRUCK (TT), W/PUMP AND 3" I.D. HOSE INTO 1/25,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 11% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 ESCORT REQUIRED	
190-28	GASOLINE, REG UNL (MUR)	0 GL
	TANK TRUCK (TT), W/PUMP AND 3" I.D. HOSE INTO 1/25,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 11% ON HIGHWAY USE DELIVERY HOURS: 0730-1400 ESCORT REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 190-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	

## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER		ESTIMATED QUANTITY	UI
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STATE OF NEW MEXICO  
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SOCORRO,  
NM, DI, BUREAU OF RECREATION, CHANNELIZATION OFFICE, 1 1/2 MILES  
SOUTH ON HIGHWAY 85,  
SOCORRO COUNTY  
DELIVERY FEDAAC: 148304  
ORDERING OFFICE: 505-766-3381

F60-19	GASOHOL, MID UNL (GUM)	40,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON BELOW GROUND TANK  
ANTICIPATE 40% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

F60-24	GASOHOL, REG UNL (GUR)	60,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON TANK  
ANTICIPATE 40% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

F60-26	GASOLINE, MID UNL (MUM)	0	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON BELOW GROUND TANK  
ANTICIPATE 40% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
F60-19. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

F60-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON TANK  
ANTICIPATE 40% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
F60-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.



Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NEW MEXICO  
-----

TOADLENA,  
NM, DI, BIA, SHIPROCK AGENCY, TOADLENA SCHOOL, APPROXIMATELY 74 MILES  
NORTH OF GALLUP,  
SAN JUAN COUNTY  
DELIVERY FEDAAC: 1483T3  
ORDERING OFFICE: 505-368-4427 EXT 400

F70-46      FUEL OIL, BURNER #2 (FS2)      840,000    GL  
              MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP AND LADDER INTO  
3/7,500 GALLON TANKS  
1/5,000 GALLON TANK  
2/2,000 GALLON TANKS  
MULTIPLE DROP

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WHITE SANDS MISSILE RANG  
NM, ARMY, 30 MILES NORTH EAST OF LAS CRUCES, BUILDING #1785,  
DONA ANA COUNTY  
DELIVERY DODAAC: W43HZD  
BILLING DODAAC : W43HZD  
ORDERING OFFICE: 505-678-7660

195-13      DIESEL FUEL #2 (DL2)      750,000    GL

TANK TRUCK (TT), W/PUMP AND 3" DIAMETER HOSE INTO  
3/25,000 GALLON ABOVE GROUND TANK(S) AT BLDG.  
1785  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1400  
MULTIPLE DROP  
ESCORT REQUIRED  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEW MEXICO  
-----

195-13A DIESEL FUEL #2 (DL2) 750,000 GL

TANK TRUCK (TT), W/PUMP AND 3" DIAMETER HOSE INTO  
3/25,000 GALLON ABOVE GROUND TANK(S) AT BLDG.  
1785ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1400  
MULTIPLE DROP  
ESCORT REQUIRED  
NOTE: THIS IS A SETASIDE ITEM

195-24 GASOHOL, REG UNL (GUR) 2,000,000 GL

TANK TRUCK (TT), W/3" DIAMETER HOSE INTO  
3/25,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 11% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1400  
MULTIPLE DROP

195-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/3" DIAMETER HOSE INTO  
3/25,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 11% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1400  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
195-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.







Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH DAKOTA  
-----

DEVILS LAKE,  
ND, ARMY, NG, CAMP GRAFTON, 7 MILES SOUTH WEST (FOR USPFO, NORTH  
DAKOTA),  
RAMSEY COUNTY  
DELIVERY DODAAC: W5ATW6  
BILLING DODAAC : W5ALXU  
ORDERING OFFICE: 701-224-5203

205-12 DIESEL FUEL #1 (DL1) 145,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK  
1/10,000 GALLON TANK  
ANTICIPATE 30% ON HIGHWAY USE  
DELIVERY PERIOD: SEPTEMBER - APRIL  
MULTIPLE DROP

205-13 DIESEL FUEL #2 (DL2) 285,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK  
ANTICIPATE 30% ON HIGHWAY USE  
DELIVERY PERIOD: MAY - AUGUST  
MULTIPLE DROP

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FARGO  
ND, USAF, ANG, 119 FW, ND ANG, 1400 28TH AVENUE NORTH,  
CASS COUNTY  
DELIVERY DODAAC: FP6341  
ORDERING OFFICE: 701-241-7332

840-12 DIESEL FUEL #1 (DL1) 100,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: SEPTEMBER - APRIL

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----

840-13	DIESEL FUEL #2 (DL2)	20,000	GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: MAY - AUGUST		
840-24	GASOHOL, REG UNL (GUR)	75,000	GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED		
840-28	GASOLINE, REG UNL (MUR)	0	GL
	TANK WAGON (TW), W/PUMP AND METER INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 840-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.		

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF NORTH DAKOTA  
-----

840-43 FUEL OIL, BURNER, #1 (FS1) 40,000 GL  
MAX. SULFUR CONTENT 0.05 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/6,000 GALLON TANK  
2/4,000 GALLON TANKS  
6/2,000 GALLON TANKS  
4/1,000 GALLON TANKS  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: SEPTEMBER - APRIL

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FORT YATES,  
ND, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL,  
SIOUX COUNTY  
DELIVERY FEDAAC: 7566J3  
ORDERING OFFICE: 701-854-3831 EXT 229

G20-46 FUEL OIL, BURNER #2 (FS2) 260,000 GL  
MAX. SULFUR CONTENT 0.50 %

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

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----FORT YATES,  
ND, DI, BIA,  
SIOUX COUNTYDELIVERY FEDAAC: 1466JQ  
LOCATION A: NEW ROADS GARAGE  
LOCATION B: STANDING ROCK HIGH SCHOOL, 2 1/2 MILE  
WEST OF FORT YATES  
LOCATION C: HEATING PLANT  
LOCATION D: FT. YATES LAW ENFORCEMENT CTR.,  
BUILDING #51  
LOCATION E: HEATING PLANT/LAND OP8  
ORDERING OFFICE: 605-226-7613

G21-241 GASOHOL, REG UNL (GUR) 30,000 GL

TANK TRUCK (TT), INTO  
1/15,000 GALLON TANK AT HEATING PLANT  
ANTICIPATE 98% ON HIGHWAY USE

G21-242 GASOHOL, REG UNL (GUR) 90,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK AT FORT YATES LAW ENFORCEMENTCENTER, BUILDING #51  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

G21-243 GASOHOL, REG UNL (GUR) 36,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT HEATING PLANT/LAND OP  
ANTICIPATE 40% ON HIGHWAY USE



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----

G21-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %  TANK TRUCK (TT), INTO 1/15,000 GALLON TANK AT STANDING ROCK HIGH SCHOOL,  2 1/2 MILES WEST OF FORT YATES 1/10,000 GALLON TANK AT LOCATION B DELIVERY TICKET REQUIRED	270,000 GL
G21-67	DIESEL FUEL #1, LOW SULF (LS1)  TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON TANK AT NEW ROADS GARAGE ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: SEPTEMBER - APRIL	75,000 GL
G21-68	DIESEL FUEL #2, LOW SULF (LS2)  TANK WAGON (TW), W/PUMP AND METER INTO 1/10,000 GALLON TANK AT NEW ROADS GARAGE ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY PERIOD: MAY - AUGUST	90,000 GL

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----

GRAND FORKS AFB,  
 ND, USAF, AMC, 319 ARW, US HIGHWAY 2, 16 MILES WEST OF GRAND FORKS,  
 GRAND FORKS COUNTY  
 DELIVERY DODAAC: FP4659  
 ORDERING OFFICE: 701-747-5252

859-12      DIESEL FUEL #1 (DL1)      800,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
 1/16,970 GALLON TANK AND  
 1/15,422 GALLON TANK AND  
 1/10,144 GALLON TANK AND  
 1/6,000 GALLON TANK AND  
 2/5,000 GALLON TANKS AND  
 1/4,054 GALLON TANK AT BUILDINGS 454 501, 555,  
 651, 661 AND  
 1/560 GALLON TANK AT BUILDING 762  
 ANTICIPATE 25% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 REPORT TO BUILDING 501 FOR ALL DELIVERIES  
 ESCORT REQUIRED

859-24      GASOHOL, REG UNL (GUR)      600,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
 1/49,459 GALLON TANK AT BUILDING 501  
 1/19,887 GALLON TANK AT BUILDING 454  
 2/3,000 GALLON TANKS AT BUILDING 661AND 555  
 1/1,500 GALLON TANK AT BUILDING 851  
 1/500 GALLON TANKS AT BUILDING 715  
 ANTICIPATE 25% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 REPORT TO BUILDING 501 FOR ALL DELIVERIES  
 ESCORT REQUIRED  
 SECURITY CLEARANCE REQUIRED



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
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859-32	DIESEL FUEL #1 (DF1) MAX. SULFUR CONTENT 0.50 %	300,000 GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
 2/30,000 GALLON TANKS  
 1/20,000 GALLON TANK  
 1/6,000 GALLON TANK  
 2/5,000 GALLON TANKS  
 1/3,000 GALLON TANK  
 1/2,500 GALLON TANK  
 2/2,000 GALLON TANKS  
 2/1,500 GALLON TANKS  
 11/1,000 GALLON TANKS  
 7/560 GALLON TANKS  
 1/530 GALLON TANK  
 17/500 GALLON TANKS  
 1/300 GALLON TANK  
 2/265 GALLON TANKS  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 AT VARIOUS BUILDINGS  
 REPORT TO BUILDING 545 FOR ALL DELIVERIES  
 ESCORT REQUIRED

859-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 %	1,000,000 GL
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TANK TRK/TRL (TTR), INTO  
 1/1,008,000 GALLON TANK AT BUILDING 423  
 ESCORT REQUIRED



Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH DAKOTA  
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866-34	DIESEL FUEL #2 (DF2) MAX. POUR POINT 10 DEG C CETANE -45 DEG F  TANK TRUCK (TT), INTO 5/50,000 GALLON TANKS 2/46,000 GALLON TANKS 2/22,450 GALLON TANKS 2/12,000 GALLON TANKS 5/900 GALLON TANKS VENDOR MUST CONTACT CAVALIER AFS AT 701-993-3250 24 HOURS PRIOR TO DELIVERY ANTICIPATE 0% ON HIGHWAY USE DELIVERY TICKET REQUIRED MULTIPLE DROP	750,000 GL
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GRAND FORKS,  
 ND, ARMY, NG, OMS #3, 1511 SOUTH 48TH STREET (FOR USPFO, NORTH  
 DAKOTA),  
 GRAND FORKS COUNTY  
     DELIVERY DODAAC: W5ATW7  
     BILLING DODAAC : W5ALXU  
     ORDERING OFFICE: 701-224-5203

215-12	DIESEL FUEL #1 (DL1)  TANK WAGON (TW), W/PUMP AND METER INTO 1/4,000 GALLON TANK ANTICIPATE 75% ON HIGHWAY USE DELIVERY TICKET REQUIRED	30,000 GL
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Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH DAKOTA  
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HALLIDAY,  
ND, DI, BIA, FT BERTHOLD AGENCY, TWIN BUTTES SCHOOL AND ROADS GARAGE,  
14 MILES NORTH OF HALLIDAY,  
DUNN COUNTY  
DELIVERY FEDAAC: 1466JS  
ORDERING OFFICE: 605-226-7613

G30-46 FUEL OIL, BURNER #2 (FS2) 135,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/8,000 GALLON TANK  
1/2,000 GALLON TANK  
2/500 GALLON TANKS  
DELIVERY TICKET REQUIRED

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JAMESTOWN,  
ND, DI, FISH & WILDLIFE SERVICE, NORTH PRAIRIE WILDLIFE RESTON CENTER  
APPROXIMATELY 3 MILES SOUTHEAST OF BLOOM INTERCHANGE,  
STUTSMAS COUNTY  
DELIVERY FEDAAC: 1466AX  
ORDERING OFFICE: 701-253-5363

G40-46 FUEL OIL, BURNER #2 (FS2) 80,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/6,000 GALLON TANK  
2/4,000 GALLON TANKS  
2/1,000 GALLON TANKS  
1/500 GALLON TANK  
DELIVERY TICKET REQUIRED



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----

875-13      DIESEL FUEL #2 (DL2)      300,000    GL

TANK TRUCK (TT), WITH PUMP INTO  
 1/20,000 GALLON TANK  
 2/10,000 GALLON TANK AT MOTOR POOL SERVICE  
 STATION  
 AND BULK STORAGE  
 ANTICIPATE 5% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1630  
 NOTE: REPORT TO BULK STORAGE (BLDG. PB11) BEFORE  
 DELIVERY  
 MINIMUM DELIVERY: 6,200 GALLONS  
 DELIVERY PERIOD: JUNE - AUGUST

875-24      GASOHOL, REG UNL (GUR)      900,000    GL

TANK TRUCK (TT), WITH PUMP INTO  
 1/20,000 GALLON TANK  
 2/10,000 GALLON TANKS AT MOTOR POOL SERVICE  
 STATION AND FUELS STORAGE  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1630  
 MINIMUM DELIVERY: 6,200 GALLONS  
 CONTRACTOR REPORT TO BUILDING PB 11 BEFORE AND  
 AFTER DELIVERY



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NORTH DAKOTA  
-----

875-342 DIESEL FUEL #2 (DF2) 150,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
 1/12,000 GALLON TANK AT BUILDING 970  
 2/8,000 GALLON TANKS AT BUILDINGS 1085 AND 1134  
 2/5,000 GALLON TANKS AT BUILDINGS 475 AND 546  
 1/4,000 GALLON TANK AT BUILDING 999  
 1/3,000 GALLON TANK AT BUILDING 1125  
 3/2,000 GALLON TANKS AT BUILDINGS 1040, 1047 AND  
 547  
 1/1,000 GALLON TANK AT BUILDING 886  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0730-1630  
 MINIMUM DELIVERY: 500 GALLONS  
 CONTRACTOR REPORT TO BUILDING PB 11 BEFORE AND  
 AFTER DELIVERY



Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF NORTH DAKOTA  
-----

NEW TOWN,  
ND, HHS, PUBLIC HEALTH SERVICE, MINNI-TOHE HEALTH CENTER, FT.  
BERTHOLD SERVICE UNIT, 4 MILES WEST OF NEW TOWN ON HIGHWAY 23,  
MCKENZIE COUNTY  
DELIVERY FEDAAC: 7567J0  
ORDERING OFFICE: 701-627-4701

G61-46 FUEL OIL, BURNER #2 (FS2) 30,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON TANK  
DELIVERY TICKET REQUIRED

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PRAIREWOOD,  
ND, USPS, 58103-9998, PRAIREWOOD STATION, 1455 32ND STREET SOUTH  
CASS COUNTY  
DELIVERY FEDAAC: 188703  
ORDERING OFFICE: 701-241-6131

G70-24 GASOHOL, REG UNL (GUR) 65,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE

G70-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
G70-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.





## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF OKLAHOMA  
-----

ALTUS AFB,  
OK, USAF, 2ATC, 97TH AMW, ST HWY 62,  
JACKSON COUNTY  
DELIVERY DODAAC: FP4419  
ORDERING OFFICE: 405-481-6119

885-13      DIESEL FUEL #2 (DL2)      280,000    GL

TANK TRUCK (TT), W/PUMP INTO  
1/161,000 GALLON TANK AT BULK STORAGE OFF LOADING

RAMP (FAC 901) AND;  
1/12,000 GALLON TANK AT POL SERVICE STATION  
BUILDING 354  
ANTICIPATE 59% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0700-1530  
DELIVERY PERIOD: MARCH - OCTOBER

885-24      GASOHOL, REG UNL (GUR)      280,000    GL

TANK TRUCK (TT), W/PUMP INTO  
1/25,000 GALLON TANK AT BULK STORAGE OFF-LOADING  
RAMP (FAC 901) AND;  
1/12,000 GALLON TANK AT POL SERVICE STATION  
BUILDING 354  
ANTICIPATE 38% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0700-1530







Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF OKLAHOMA  
-----

FT SILL,  
OK, ARMY, BUILDING 2243,  
COMANCHE COUNTY  
DELIVERY DODAAC: W44WLB  
BILLING DODAAC : W44WLB  
ORDERING OFFICE : 405-442-5005  
ALT ORDERING OFFICE: 405-442-4208

265-13 DIESEL FUEL #2 (DL2) 325,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO  
2/10,000 GALLON TANKS AT BUILDING 5900  
1/6,000 GALLON TANK AT BUILDING 2177  
4/1,000 GALLON TANKS AT BUILDINGS 5930, 5420,  
1450 AT W. HOYLE BRIDGE  
1/2,400 GALLON TANKERS  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
MULTIPLE DROP  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

265-13A DIESEL FUEL #2 (DL2) 325,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO  
2/10,000 GALLON TANKS AT BUILDING 5900  
1/6,000 GALLON TANK AT BUILDING 2177  
4/1,000 GALLON TANKS AT BUILDINGS 5930, 5420,  
1450 AT W. HOYLE BRIDGE  
1/2,400 GALLON TANKERS  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
MULTIPLE DROP  
NOTE: THIS IS A SETASIDE ITEM





## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF OKLAHOMA  
-----

273-13A DIESEL FUEL #2 (DL2) 508,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO  
1/500,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 2% ON HIGHWAY USE  
DELIVERY HOURS: 0630-1500  
NOTE: THIS IS A SETASIDE ITEM

273-24 GASOHOL, REG UNL (GUR) 475,000 GL

TANK TRK/TRL (TTR), W/PUMP INTO  
4/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY HOURS: 0630-1500  
MULTIPLE DROP

273-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), W/PUMP INTO  
4/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY HOURS: 0630-1500  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
273-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.



Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF OKLAHOMA  
-----

OKLAHOMA CITY,  
OK, DT, FAA, WESTSIDE OF WILL ROGERS AIRPORT,  
OKLAHOMA COUNTY  
DELIVERY FEDAAC: 697C07  
ORDERING OFFICE: 405-686-4756

H40-19      GASOHOL, MID UNL (GUM)      45,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/2,000 GALLON MOBIL TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

H40-26      GASOLINE, MID UNL (MUM)      0      GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/2,000 GALLON MOBIL TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
H40-19. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

H40-67      DIESEL FUEL #1, LOW SULF (LS1)      45,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/2,000 GALLON MOBIL TANK  
MOBIL TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF OKLAHOMA  
-----

TINKER AFB,  
OK, USAF, LOG 2854, ABG, US HIGHWAY #40,  
OKLAHOMA COUNTY  
DELIVERY DODAAC: FP2037  
ORDERING OFFICE: 405-739-3105

899-13 DIESEL FUEL #2 (DL2) 780,000 GL

TANK TRUCK (TT), INTO  
1/40,000 GALLON TANK AT BUILDING 290  
1/12,000 GALLON TANK AT BUILDING 887  
1/5,000 GALLON TANK AT BUILDING 1092  
1/5,000 GALLON TANK AT BUILDING 1009  
BEFORE DELIVERY REPORT TO BUILDING 290  
ANTICIPATE 27% ON HIGHWAY USE  
MULTIPLE DROP  
ESCORT REQUIRED  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

899-13A DIESEL FUEL #2 (DL2) 780,000 GL

TANK TRUCK (TT), INTO  
1/40,000 GALLON TANK AT BUILDING 290  
1/12,000 GALLON TANK AT BUILDING 887  
1/5,000 GALLON TANK AT BUILDING 1092  
1/5,000 GALLON TANK AT BUILDING 1009  
BEFORE DELIVERY REPORT TO BUILDING 290  
ANTICIPATE 27% ON HIGHWAY USE  
MULTIPLE DROP  
ESCORT REQUIRED  
NOTE: THIS IS A SETASIDE ITEM



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF OKLAHOMA  
-----

TULSA,  
OK, USAF, ANG, 138TFG, NORTHEAST CORNER OF TULSA IAP, 1 1/2 MILES  
WEST OF INTERSECTION OFF US 169 AND 46TH STREET  
TULSA COUNTY  
DELIVERY DODAAC: FP6563  
ORDERING OFFICE: 918-823-8293

903-13      DIESEL FUEL #2 (DL2)      70,000    GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
2/5,000 GALLON TANKS AT MOTOR POOL AND MOTOR POOL

EI SQUARE  
ANTICIPATE 25% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

903-24      GASOHOL, REG UNL (GUR)      70,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/5,000 GALLON TANKS AT MOTOR POOL AND MOTOR POOL

EI SQUARE  
ANTICIPATE 25% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

903-28      GASOLINE, REG UNL (MUR)      0          GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/5,000 GALLON TANKS AT MOTOR POOL AND MOTOR POOL

EI SQUARE  
ANTICIPATE 25% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
903-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF OKLAHOMA  
-----

VANCE AFB,  
OK, USAF, ATC, 71 FTW, US HIGHWAY 81,  
GARFIELD COUNTY  
DELIVERY DODAAC: FP3029  
ORDERING OFFICE: 405-243-7582

906-12 DIESEL FUEL #1 (DL1) 140,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #409  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1300

906-13 DIESEL FUEL #2 (DL2) 78,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #409  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1300

906-24 GASOHOL, REG UNL (GUR) 190,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #409  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1300

906-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #409  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1300  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
906-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF SOUTH DAKOTA  
-----

ALLEN,  
SD, DI, BIA, PINE RIDGE AGENCY, AMERICAN HORSE DAY SCHOOL,  
BENNETT COUNTY  
DELIVERY FEDAAC: 1467KH  
ORDERING OFFICE: 605-226-7613

J10-46 FUEL OIL, BURNER #2 (FS2) 128,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO  
1/14,000 GALLON BELOW GROUND TANK LOCATED AT  
FACILITIES MANAGEMENT SERVICES

J10-67 DIESEL FUEL #1, LOW SULF (LS1) 60,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE

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BADLANDS NATL PARK,  
SD, DI, NPS, PARK HQS, 2 MILES NORTHEAST OF INTERIOR,  
JACKSON COUNTY  
DELIVERY FEDAAC: 1467N2  
ORDERING OFFICE: 605-433-5361

J20-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/2,000 GALLON TANK  
ANTICIPATE 3% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED











Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF SOUTH DAKOTA  
-----

FLANDREAU,  
SD, DI, BUREAU OF INDIAN AFFAIRS, FLANDREAU INDIAN SCHOOL, 1000 NORTH  
CRESCENT,  
MOODY COUNTY  
DELIVERY FEDAAC: 1467JR  
ORDERING OFFICE: 605-997-2476

J35-70      DIESEL FUEL #2, HIGH SUL (HS2)      75,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
3/10,000 GALLON TANKS  
3/2,000 GALLON TANKS  
DRIVER REPORT TO FACILITY MANAGEMENT OFFICE PRIOR  
TO DELIVERY  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
SIGNED DELIVERY TICKETS FOR QUANTITY  
NOTE: FUEL USED FOR HEATING. DELIVERY MAY BE  
REQUIRED ON WEEKENDS.

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FORT MEADE,  
SD, VA, MEDICAL CENTER, SUPPLY SERVICE,  
MEADE COUNTY  
DELIVERY FEDAAC: 366701  
ORDERING OFFICE: 605-347-2511 EXT 571

J40-24      GASOHOL, REG UNL (GUR)      60,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1615  
FUEL TRUCKS SHALL CHECK IN SUPPLY WAREHOUSE,  
BUILDING 46, BEFORE DELIVERING FUEL



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF SOUTH DAKOTA  
-----

FORT THOMPSON,  
SD, DI, BIA, CROW CREEK AGENCY, FACILITY & COMMUNITY DAY SCHOOL, 21  
MILES NORTHWEST OF CHAMBERLAIN ON HIGHWAYS 34 & 47,  
BUFFALO COUNTY

DELIVERY FEDAAC: 1467JS  
ORDERING OFFICE: 605-245-2311 EXT 219

J50-461 FUEL OIL, BURNER #2 (FS2) 45,000 GL  
MAX. SULFUR CONTENT 0.50 %

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

J50-462 FUEL OIL, BURNER #2 (FS2) 45,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK AT LAW ENFORCEMENT CENTER  
1/2,000 GALLON TANK AT BUILDING #119  
1/750 GALLON TANK AT KINDERGARDEN BUILDING #129  
1/750 GALLON TANK AT KINDERGARDEN BUILDING #139  
3/267 GALLON TANKS  
DELIVERY TICKET REQUIRED

J50-68 DIESEL FUEL #2, LOW SULF (LS2) 30,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/3,000 GALLON TANK AT ROADS SHOP  
1/1,000 GALLON TANK AT YOUTH CENTER BUILDING 142  
ANTICIPATE 30% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF SOUTH DAKOTA  
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HOT SPRINGS,  
SD, VA, MEDICAL CENTER,  
FALL RIVER COUNTY  
DELIVERY FEDAAC: 36R660  
ORDERING OFFICE: 605-745-4101

J60-46      FUEL OIL, BURNER #2 (FS2)      725,000    GL  
              MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), W/PUMP INTO  
3/40,000 GALLON ABOVE GROUND TANK(S)  
MULTIPLE DROP

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HOT SPRINGS,  
SD, DI, NATL PARK SERVICE, WIND CAVE NATIONAL PARK, APPROXIMATELY 12  
MILES NORTH ON HIGHWAY #385,  
CUSTER COUNTY  
DELIVERY FEDAAC: 1467N1  
ORDERING OFFICE: 605-745-4600

J61-68      DIESEL FUEL #2, LOW SULF (LS2)      50,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/2,000 GALLON TANKS  
4/560 GALLON TANKS USED FOR HEATING  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED





Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF SOUTH DAKOTA  
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OGLALA,  
SD, DI, BIA, PINE RIDGE AGENCY, FACILITY MANAGEMENT SERVICE,  
SHANNON COUNTY  
DELIVERY FEDAAC: 1467KK  
ORDERING OFFICE: 605-226-7613

K10-46 FUEL OIL, BURNER #2 (FS2) 180,000 GL  
MAX. SULFUR CONTENT 0.50 %

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

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PIERRE,  
SD, GSA, PUBLIC BUILDING SERVICE, FEDERAL BUILDING, POST OFFICE &  
COURTHOUSE,  
HUGHES COUNTY  
DELIVERY FEDAAC: 478840  
ORDERING OFFICE: 605-226-7301

K20-46 FUEL OIL, BURNER #2 (FS2) 85,000 GL  
MAX. SULFUR CONTENT 0.50 %

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

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PINE RIDGE,  
SD, HHS, PUBLIC HEALTH SERVICE, INDIAN HOSPITAL,  
SHANNON COUNTY  
DELIVERY FEDAAC: 7567J4  
ORDERING OFFICE: 605-867-5131

K30-461 FUEL OIL, BURNER #2 (FS2) 30,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), W/PUMP AND METER INTO  
3/1,000 GALLON TANKS  
19/550 GALLON TANKS  
17/265 GALLON TANKS  
DELIVERY TICKET REQUIRED

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF SOUTH DAKOTA  
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K30-462 FUEL OIL, BURNER #2 (FS2) 120,000 GL  
MAX. SULFUR CONTENT 0.50 %  
  
TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK

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PINE RIDGE,  
SD, DI, BIA, PINE RIDGE AGENCY, FACILITY MANAGEMENT SERVICES, OCS,  
SHANNON COUNTY  
DELIVERY FEDAAC: 1467KN  
ORDERING OFFICE: 605-226-7613

K31-46 FUEL OIL, BURNER #2 (FS2) 427,000 GL  
MAX. SULFUR CONTENT 0.50 %  
  
TANK TRUCK (TT), INTO  
1/12,000 GALLON BELOW GROUND TANK  
1/10,000 GALLON BELOW GROUND TANK  
1/8,500 GALLON BELOW GROUND TANK  
1/7,500 GALLON BELOW GROUND TANK  
DELIVERY TICKET REQUIRED

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF SOUTH DAKOTA  
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PINE RIDGE,  
SD, DI, BIA, PINE RIDGE AGENCY, FACILITY MANAGEMENT SERVICES,  
SHANNON COUNTY  
DELIVERY FEDAAC: 1467KN  
ORDERING OFFICE: 605-226-7613

K32-46 FUEL OIL, BURNER #2 (FS2) 320,000 GL  
MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO  
1/20,000 GALLON BELOW GROUND TANK  
1/10,000 GALLON BELOW GROUND TANK  
1/8,000 GALLON BELOW GROUND TANK

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PINE RIDGE,  
SD, DI, BIA, PINE RIDGE AGENCY, ROAD DEPARTMENT,  
SHANNON COUNTY  
DELIVERY FEDAAC: 1467KN  
ORDERING OFFICE: 605-226-7613

K33-24 GASOHOL, REG UNL (GUR) 210,000 GL

TANK TRUCK (TT), W/PUMP INTO  
2/21,000 GALLON TANKS  
ANTICIPATE 100% ON HIGHWAY USE

K33-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), W/PUMP INTO  
2/21,000 GALLON TANKS  
ANTICIPATE 100% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
K33-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.





































ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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DALLAS  
TX, VA, MEDICAL CENTER, 4500 S. LANCASTER ROAD, 75216-9998  
DALLAS COUNTY  
DELIVERY FEDAAC: 367426  
ORDERING OFFICE: 214-376-5451 EXT. 5973

L67-68      DIESEL FUEL #2, LOW SULF (LS2)      150,000    GL

TANK WAGON (TW), INTO  
4/30,000 GALLON TANKS AT THE BOILER PLANT  
1/15,000 GALLON TANK AT BUILDING 71  
1/10,000 GALLON TANK AT BUILDING 4  
1/2,500 GALLON TANK AT BUILDING 43  
1/2,000 GALLON TANK AT BUILDING 4  
2/1,000 GALLON TANKS AT BUILDINGS 1 AND 60  
ANTICIPATE 0% ON HIGHWAY USE  
SATURDAY DELIVERIES IN EMERGENCIES CASES ONLY.  
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY  
ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL  
GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS  
INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL  
OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE  
DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

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DALLAS,  
TX, ARMY, NG, HQ, 249TH SIGNAL, 1775 CALIFORNIA CROSSING ROAD, (FOR  
USPFO, TEXAS),  
DALLAS COUNTY  
DELIVERY DODAAC: W45EA9  
BILLING DODAAC : W45K0H  
ORDERING OFFICE: 214-556-0319

325-13      DIESEL FUEL #2 (DL2)      30,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
3/1,200 GALLON TANK AND PUMP UNIT(S)  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF TEXAS  
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DALLAS,  
TX, USAF, ANG, 136 TAW, HENSLEY FIELD, TX ANG, US NAS, ON HIGHWAY 80,  
DALLAS COUNTY  
DELIVERY DODAAC: FP6431  
ORDERING OFFICE: 972-269-3253

927-08 RFG REGULAR UNLEADED (MRR) 45,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

927-13 DIESEL FUEL #2 (DL2) 210,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/5,000 GALLON TANK  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

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DALLAS,  
TX, USPS, 75398-9650, BULK MAIL CENTER, 2400 DALLAS/FORT WORTH  
TURNPIKE,  
DALLAS COUNTY  
DELIVERY FEDAAC: 187DS8  
DALLAS TOWNSHIP  
ORDERING OFFICE: 214-467-5868

L63-68 DIESEL FUEL #2, LOW SULF (LS2) 300,000 GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE





## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER		ESTIMATED QUANTITY	UI
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STATE OF TEXAS  
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931-13A	DIESEL FUEL #2 (DL2)	320,000	GL
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TANK TRUCK (TT), INTO  
1/30,000 GALLON TANK AT BUILDING 8014  
1/25,000 GALLON TANK AT BUILDING 9006  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1630  
REPORT TO BUILDING #9006 BEFORE DELIVERY  
MULTIPLE DROP  
NOTE: THIS IS A SETASIDE ITEM

931-24	GASOHOL, REG UNL (GUR)	500,000	GL
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TANK TRUCK (TT), INTO  
2/25,000 GALLON TANKS AT BUILDINGS 8014 AND 9006  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1600  
NOTE: REPORT TO BUILDING #9006 BEFORE DELIVERY  
MULTIPLE DROP

931-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK TRUCK (TT), INTO  
2/25,000 GALLON TANKS AT BUILDINGS 8014 AND 9006  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1600  
NOTE: REPORT TO BUILDING #9006 BEFORE DELIVERY  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
931-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.



## Supplies Continued

SP0600-98-B-6000

ITEM NUMBER	ESTIMATED QUANTITY	UI
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 STATE OF TEXAS  
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EL PASO,  
 TX, DJ, IMMIGRATION & NATURALIZATION SERVICE, BORDER PATROL, 8901  
 MONTANA AVENUE,  
 EL PASO COUNTY  
 DELIVERY FEDAAC: 157439  
 ORDERING OFFICE: 915-540-7850 EXT 247

L82-24	GASOHOL, REG UNL (GUR)	1,195,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/11,380 GALLON TANKS  
 1/9,684 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED

L82-28	GASOLINE, REG UNL (MUR)	0	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/11,380 GALLON TANKS  
 1/9,684 GALLON TANK  
 ANTICIPATE 95% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED  
 NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
 L82-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
 COST TO THE GOVERNMENT.

L82-68	DIESEL FUEL #2, LOW SULF (LS2)	95,000	GL
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TANK WAGON (TW), W/PUMP AND METER INTO  
 1/3,782 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY TICKET REQUIRED













Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF TEXAS  
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GATESVILLE,  
TX, ARMY, NG, NORTH FT HOOD, MOBILIZATION TRAINING AND EQUIPMENT  
SITE, HIGHWAY 36, WEST RANGE ROAD, (FOR USPFO, TEXAS),  
COR9YELL COUNTY  
DELIVERY DODAAC: W45K1Q  
BILLING DODAAC : W45K0H  
ORDERING OFFICE: 817-288-0683

350-13      DIESEL FUEL #2 (DL2)      150,000    GL

TANK TRUCK (TT), W/PUMP INTO  
2/14,500 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 50% ON HIGHWAY USE  
MULTIPLE DROP

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GOODFELLOW AFB,  
TX, USAF, ATC, 17 LS, SANANGELO, ENTER AT SOUTH GATE ON CHADBOURNE  
ROAD,  
TOM GREEN COUNTY  
DELIVERY DODAAC: FP3030  
SAN ANGELO TOWNSHIP  
ORDERING OFFICE: 915-654-3814

937-13      DIESEL FUEL #2 (DL2)      108,900    GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #3428  
ANTICIPATE 30% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1100

937-24      GASOHOL, REG UNL (GUR)      124,000    GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON TANK AT BUILDING #3428  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0800-1100





## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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HOUSTON,  
TX, USAF, ANG, ELLINGTON ANG B, 147TH FIG, ST HIGHWAY 3,  
HARRIS COUNTY  
DELIVERY DODAAC: FP6433  
ORDERING OFFICE: 713-929-2746

940-08 RFG REGULAR UNLEADED (MRR) 80,000 GL

TANK WAGON (TW), W/PUMP, METER, 3" HOSE AND QUICK  
DISCONNECT INTO  
1/10,000 GALLON ABOVE GROUND TANK(S) FOR MOTOR  
POOL SERVICE STATION  
ANTICIPATE 45% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500

940-13 DIESEL FUEL #2 (DL2) 60,000 GL

TANK WAGON (TW), W/PUMP, METER, 3" HOSE AND QUICK  
DISCONNECT INTO  
1/1,200 GALLON GOV'T FURNISHED TRUCK(S) (FUEL  
SERVICE TRUCK) AT BUILDING #1250 AND  
1/10,000 GALLON ABOVE GROUND TANK(S) FOR MOTOR  
POOL SERVICE STATION  
ANTICIPATE 30% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0730-1500

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF TEXAS  
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HOUSTON,  
TX, USPS, VMF, 77007-6095, 2801 WASHINGTON AVENUE,  
HARRIS COUNTY  
DELIVERY FEDAAC: 1874H9  
ORDERING OFFICE: 713-226-3434

M27-08 RFG REGULAR UNLEADED (MRR) 300,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY REQUIRED ON WEEKENDS, HOLIDAYS OR OTHER  
THAN NORMAL WORKING HOURS.

M27-68 DIESEL FUEL #2, LOW SULF (LS2) 1,275,000 GL

TANK TRUCK (TT), INTO  
2/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE

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HOUSTON,  
TX, USPS, 77017-6134, PARK PLACE AUX VMF, 5302 OLD GALVESTON ROAD,  
HARRIS COUNTY  
DELIVERY FEDAAC: 187DS5  
ORDERING OFFICE: 713-226-3434

M31-08 RFG REGULAR UNLEADED (MRR) 135,000 GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE





## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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KELLY AFB,  
TX, USAF, LOG, 2851 ABG, US HIGHWAY #81 AND #90,  
BEXAR COUNTY  
DELIVERY DODAAC: FP2053  
ORDERING OFFICE: 210-925-8538

943-13 DIESEL FUEL #2 (DL2) 560,000 GL

TANK TRUCK (TT), INTO  
1/43,000 GALLON TANK AT BUILDING #376  
1/25,000 GALLON TANK AT BUILDING #38  
ANTICIPATE 90% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1400  
MULTIPLE DROP  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

943-13A DIESEL FUEL #2 (DL2) 560,000 GL

TANK TRUCK (TT), INTO  
1/43,000 GALLON TANK AT BUILDING #376  
1/25,000 GALLON TANK AT BUILDING #38  
ANTICIPATE 90% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1400  
MULTIPLE DROP  
NOTE: THIS IS A SETASIDE ITEM

943-24 GASOHOL, REG UNL (GUR) 1,100,000 GL

TANK TRUCK (TT), INTO  
1/25,000 GALLON TANK AT BUILDING #38  
ANTICIPATE 50% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1400



## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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366-13A	DIESEL FUEL #2 (DL2) MAX. CLOUD POINT 9 DEG F  TANK TRK/TRL (TTR), W/PUMP, 20' HOSE 3" OR 4" CONNECTION INTO 1/12,000 GALLON ABOVE GROUND TANK(S) 2/10,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE NOTE: THIS IS A SETASIDE ITEM	300,000 GL
366-24	GASOHOL, REG UNL (GUR)  TANK TRK/TRL (TTR), W/PUMP, 20 FT OF HOSE AND 3" & 4" COUPLING INTO 1/210,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE	2,000,000 GL
366-28	GASOLINE, REG UNL (MUR)  TANK TRK/TRL (TTR), W/PUMP, 20 FT OF HOSE AND 3" & 4" COUPLING INTO 1/210,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 10% ON HIGHWAY USE NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 366-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.	0 GL







## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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LACKLAND AFB,  
TX, USAF, ATC, 37 SUPS, US HIGHWAY #90, WEST LOOP #13,  
BEXAR COUNTY  
DELIVERY DODAAC: FP3047  
ORDERING OFFICE: 210-671-1722

946-13      DIESEL FUEL #2 (DL2)      460,000    GL

TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON TANK AT BUILDING #5023  
1/3,000 GALLON TANK AT BUILDING #211  
ANTICIPATE 15% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0700-1100  
MULTIPLE DROP

946-24      GASOHOL, REG UNL (GUR)      750,000    GL

TANK TRUCK (TT), INTO  
2/12,000 GALLON TANKS  
1/6,000 GALLON TANK AT BUILDINGS 5023 AND 212  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0700-1100  
MULTIPLE DROP

946-28      GASOLINE, REG UNL (MUR)      0          GL

TANK TRUCK (TT), INTO  
2/12,000 GALLON TANKS  
1/6,000 GALLON TANK AT BUILDINGS 5023 AND 212  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0700-1100  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
946-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF TEXAS  
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946-34 DIESEL FUEL #2 (DF2) 5,750,000 GL

TANK TRUCK (TT), INTO  
2/420,000 GALLON TANKS AT WILFORD HALL MEDICAL  
CENTER, BUILDING #4895  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0715-1615  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

946-34A DIESEL FUEL #2 (DF2) 5,750,000 GL

TANK TRUCK (TT), INTO  
2/420,000 GALLON TANKS AT WILFORD HALL MEDICAL  
CENTER, BUILDING #4895  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED (2 COPIES)  
DELIVERY HOURS: 0715-1615  
NOTE: THIS IS A SETASIDE ITEM

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LAREDO,  
TX, DJ, IMMIGRATION & NATURALIZATION SERVICE, BORDER PATROL,  
WEBB COUNTY  
DELIVERY FEDAAC: 157441  
ORDERING OFFICE: 210-723-8197

M45-19 GASOHOL, MID UNL (GUM) 600,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO  
2/6,000 GALLON TANKS  
ANTICIPATE 35% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED































## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
-----SAN ANTONIO,  
TX, ARMY, CAMP BULLIS, 16 MILES NORTH, (FOR FT SAM HOUSTON),  
BEXAR COUNTYDELIVERY DODAAC: W90AJO  
BILLING DODAAC : W45B9H  
ORDERING OFFICE : 210-221-4038  
ALT ORDERING OFFICE: 210-221-4057

406-13 DIESEL FUEL #2 (DL2) 250,000 GL

TANK TRK/TRL (TTR), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 10% ON HIGHWAY USE

406-24 GASOHOL, REG UNL (GUR) 150,000 GL

TANK TRK/TRL (TTR), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 15% ON HIGHWAY USE

406-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), INTO  
1/10,000 GALLON BELOW GROUND TANK  
ANTICIPATE 15% ON HIGHWAY USE  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
406-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.







Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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STATE OF TEXAS  
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TEMPLE,  
TX, VA, OLIN TEAGUE VETERAN MEDICAL CENTER, 1901 SOUTH 1ST STREET,  
BUILDING 44 (JOHN STAUB),  
BELL COUNTY  
DELIVERY FEDAAC: 367404  
ORDERING OFFICE: 817-771-4510

N22-19      GASOHOL, MID UNL (GUM)      40,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/1,800 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED

N22-26      GASOLINE, MID UNL (MUM)      0      GL

TANK WAGON (TW), W/PUMP AND METER INTO  
1/1,800 GALLON TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
N22-19. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF TEXAS  
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TEXARKANA,  
TX, ARMY, LONE STAR ARMY AMMO PLANT, 12 MI WEST OF TEXARKANA ON  
HIGHWAY I-30,  
BOWIE COUNTY

DELIVERY DODAAC: W45HDK  
SERVICE FUNDED CLAUSES APPLY - THIS IS A  
GOVERNMENT OWNED/ CONTRACTOR OPERATED FACILITY.  
NOTWITHSTANDING OTHER PROVISIONS OF THE CONTRACT.  
THIS ITEM IS A SERVICE FUNDED ITEM AND WILL BE  
PAID BY THE CONTRACTOR/ACTIVITY, NOT THE DEFENSE  
FUEL SUPPLY CENTER.  
BILLING DODAAC : W45HDK  
ORDERING OFFICE: 903-334-1617

430-13      DIESEL FUEL #2 (DL2)      170,000    GL

TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1430  
UPON DELIVERY TT WILL BE WEIGHED FULL AND EMPTY  
AT  
ROAD, ADJACENT TO FACILITY. PAYMENT WILL BE MADE  
ON QUANTITY DETERMINED.

430-24      GASOHOL, REG UNL (GUR)      153,000    GL

TANK TRUCK (TT), W/PUMP INTO  
2/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1430  
UPON DELIVERY TT WILL BE WEIGHED FULL AND EMPTY  
AT  
ROAD, ADJACENT TO FACILITY. PAYMENT WILL BE MADE  
ON QUANTITY DETERMINED.



Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF TEXAS  
-----

TEXARKANA,  
TX, ARMY, RED RIVER ARMY DEPOT, 18 MILES WEST.  
BOWIE COUNTY  
DELIVERY DODAAC: W45G18  
BILLING DODAAC : W45G18  
ORDERING OFFICE: 903-334-3306

431-13 DIESEL FUEL #2 (DL2) 596,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/13,000 GALLON ABOVE GROUND TANK(S)  
1/12,000 GALLON ABOVE GROUND TANK(S)  
1/8,000 GALLON ABOVE GROUND TANK(S)  
2/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 90% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1530  
ESCORT/MONITOR TO MEET CARRIER AT EAST GATE, 2  
MILES WEST OF HOOKS ON HWY 82  
MULTIPLE DROP  
NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB  
PREFERENTIAL CONSIDERATION WILL APPLY

431-13A DIESEL FUEL #2 (DL2) 596,000 GL

TANK TRUCK (TT), W/PUMP INTO  
1/13,000 GALLON ABOVE GROUND TANK(S)  
1/12,000 GALLON ABOVE GROUND TANK(S)  
1/8,000 GALLON ABOVE GROUND TANK(S)  
2/5,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 90% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1530  
ESCORT/MONITOR TO MEET CARRIER AT EAST GATE, 2  
MILES WEST OF HOOKS ON HWY 82  
MULTIPLE DROP  
NOTE: THIS IS A SETASIDE ITEM













Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF WYOMING  
-----

GUERNSEY,  
WY, ARMY, NG, CAMP GUERNSEY, 1/4 MILES SOUTH, (FOR USPFO, WYOMING),  
PLATTE COUNTY  
DELIVERY DODAAC: W5DSB2  
BILLING DODAAC : W5DK51  
ORDERING OFFICE: 307-772-6284

475-13 DIESEL FUEL #2 (DL2) 555,000 GL

TANK TRUCK (TT), INTO  
1/8,000 GALLON BELOW GROUND TANK  
2/7,500 GALLON BELOW GROUND TANK  
ANTICIPATE 25% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
MULTIPLE DROP

475-24 GASOHOL, REG UNL (GUR) 60,000 GL

TANK TRK/TRL (TTR), INTO  
2/8,000 GALLON BELOW GROUND TANK  
ANTICIPATE 50% ON HIGHWAY USE  
MULTIPLE DROP

475-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRK/TRL (TTR), INTO  
2/8,000 GALLON BELOW GROUND TANK  
ANTICIPATE 50% ON HIGHWAY USE  
MULTIPLE DROP  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
475-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF WYOMING  
-----

## MIDWEST

WY, DOE, NAVAL PETROLEUM RESERVE #3 WAREHOUSE, APPROXIMATELY 7 MILES  
SOUTH.

## NATRONA

DELIVERY FEDAAC: 898557

ORDERING OFFICE: 307-261-5000

N70-24      GASOHOL, REG UNL (GUR)      100,000    GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
1/4,000 GALLON TANK AT THE WAREHOUSE FIELD DEPOT  
1/2,000 GALLON TANK AT THE WAREHOUSE FIELD DEPOT  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY WITH 24 HOURS

N70-28      GASOLINE, REG UNL (MUR)      0    GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
1/4,000 GALLON TANK AT THE WAREHOUSE FIELD DEPOT  
1/2,000 GALLON TANK AT THE WAREHOUSE FIELD DEPOT  
ANTICIPATE 10% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY WITH 24 HOURS  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
N70-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

N70-67      DIESEL FUEL #1, LOW SULF (LS1)      68,000    GL

TANK WAGON (TW), WITH PUMP AND METER INTO  
1/8,000 GALLON TANK AT DOE DRILLING RIG #2  
1/4,000 GALLON TANK THE THE WAREHOUSE FIELD DEPOT  
ANTICIPATE 1% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED  
DELIVERY PERIOD: OCTOBER - MARCH; WITHIN 24 HOURS  
NOTIFICATION





## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF WYOMING  
-----

N80-67	DIESEL FUEL #1, LOW SULF (LS1) CLOUD POINT 0 DEGREE C MAXIMUM CLEAR FUEL NO ADDITIVES SEDIMENT AND WATER VOLUME .05% MAX 33-37 APR GRAVITY  TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS AT LOCATIONS A AND B ANTICIPATE 50% ON HIGHWAY USE DELIVERY PERIOD: SEPTEMBER - APRIL MULTIPLE DROP	90,000 GL
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N80-68	DIESEL FUEL #2, LOW SULF (LS2) MAX. POUR POINT 10 DEG C CLOUD POINT 0 DEG C MAXIMUM CLEAR FUEL NO ADDITIVES SEDIMENT AND WATER VOLUME .05% MAXIMUM 33-37 APR GRAVITY  TANK TRUCK (TT), INTO 2/10,000 GALLON TANKS AT LOCATIONS A AND B ANTICIPATE 50% ON HIGHWAY USE DELIVERY PERIOD: MAY - AUGUST MULTIPLE DROP	30,000 GL
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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF WYOMING  
-----

YELLOWSTONE NATL PARK,  
 WY, DI, NATIONAL PARK SERVICE,  
 PARK COUNTY

DELIVERY FEDAAC: 148518

ALL DELIVERY POINTS WITHIN THE BOUNDARIES OF  
 YELLOWSTONE ARE SUBJECT TO THE FOLLOWING:

DELIVERY WITHIN THE PARK REQUIRED MONDAY THRU  
 FRIDAY BETWEEN THE HOURS OF 7:00 AM AND 5:00 PM,  
 EXCEPT IN EMERGENCY SITUATIONS. DURING PEAK  
 TRAVEL PERIODS NPS MAY REQUIRE DELIVERYS BETWEEN  
 7:00 AM AND 2:00 PM DURING SPRING MONTHS. A LOAD  
 LIMIT OF 350 LBS PER INCH-WIDTH OF TIRE WILL BE  
 ENFORCED FOR SUCH TIME UNTIL GROUND HARDENS  
 (APPROX 15 JUNE).

NE ENTRANCE IS CLOSED APPROXIMATELY 01 OCT THRU 15  
 JUNE. EAST AND SOUTH ENTRANCE. ARE CLOSED  
 APPROXIMATELY 15 OCTOBER THRU 25 MAY.  
 WEST ENTRANCE IS CLOSED APPROXIMATLY 01 NOVEMBER  
 THRU 01 APRIL.

NORTH ENTRANCE AT GARDINER, MT IS OPEN YEAR ROUND  
 TO MAMMOTH AND ALSO TO NE ENTRANCE.

DUE TO STEEP GRADES, HIGH TANK ELEVATIONS AND  
 BRIDGE LOAD LIMIT RESTRICTIONS, BIDDERS SHOULD GET  
 ACQUAINTED WITH LOCAL CONDITIONS, MT STATE LAWS,  
 FED HIGHWAYS WEIGHT AND SIZE RESTRICTIONS, AND  
 YELLOWSTONE NATIONAL PARK SIZE AND WEIGHT  
 LIMITATIONS, AS WELL AS GUIDELINES FOR  
 TRANSPORTATION OF PETROLEUM PRODUCTS IN  
 YELLOWSTONE NATIONAL PARK.

DELIVER TO THE FOLLOWING LOCATIONS:

- A. BEAR TOOTH ROAD CAMP - 50 MILES W OF RED LODGE
- B. BRIDGE BAY - 56 MILES SE OF GARDINER, MT
- C. CANYON VILLAGE -37 MILES SE OF GARDINER, MT
- D. EAST ENTRANCE - 53 MILES W OF CODY, WY (US #'S  
14 & 20)
- E. FISHING BRIDGE -53 MILES SE OF GARDINER, MT
- F. GARDINER GOVERNMENT AREAS - GARDINER, MT
- G. GRANT VILLAGE - 83 MILES N OF JACKSON, WY
- H. LAMAR RANGER STN- 36 MILES SE OF GARDINER, MT  
(US #'S 312 & 89)
- I. MADISON JUNCTION- 14 MILES E OF W YELSTONE, MT  
(US #'S 89 & 20)
- J. MAMMOTH HOT SPRINGS - 5 MILES S OF GARDINER,  
MT (US # 89)
- K. NORRIS JUNCTION -26 MILES S OF GARDINER, MT
- L. NORTHEAST ENTRANCE - 52 MILES E OF GARDINER,  
MT
- M. OLD FAITHFUL - 56 MILES S OF GARDINER, MT (US  
# 89)
- N. S. ENTRANCE RANGER STATION - 64 MILES N OF  
JACKSON, WY (US #89)
- O. TOWER JUNCTION - 26 MILES SE OF GARDINER, MT

Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF WYOMING  
-----

(US #312 & 89)

P. WEST ENTRANCE - 1 MI E OF WEST YELLOWSTONE, MT

Q. YELLOWSTONE LAKE UTILITY AREA - 54 MILES SE OF  
GARDINER, MT

R. YELLOWSTONE PARK LOOP ROAD - VARIOUS LOCATIONS

ORDERING OFFICE: 307-344-2075

N90-24

GASOHOL, REG UNL (GUR)

750,000 GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/1,500 GALLON TANK ONE MILE EAST OF YELLOWSTONE

5/6,000 GALLON TANKS

1/4,000 GALLON TANK

2/2,000 GALLON TANKS

3/1,500 GALLON TANKS

6/1,000 GALLON TANKS

4/270 GALLON TANKS

ANTICIPATE 85% ON HIGHWAY USE

METERED DELIVERY TICKET REQUIRED FOR EACH DROP

TANKS AT ALL LOCATIONS EXCEPT E AND H







## Supplies Continued

SP0600-98-B-6000

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF WYOMING  
-----

N90-94      DIESEL FUEL, LS#2 (DYED) (LSS)                      600,000    GL

TANK WAGON (TW), W/PUMP AND METER INTO

1/8,000 GALLON TANK

7/4,000 GALLON TANKS

1/3,000 GALLON TANK

1/2,500 GALLON TANK

6/2,000 GALLON TANKS

4/1,500 GALLON TANKS

9/1,000 GALLON TANKS

1/500 GALLON TANK

AT ALL LOCATIONS EXCEPT H AND R

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED (METERED)

**K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JAN 1997)**

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

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

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

(3) **Small disadvantaged business concern** means a small business concern that--

(i) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and

(ii) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and which meets the requirements of 13 CFR Part 124.

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

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

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

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

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

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

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

Other. State basis. \_\_\_\_\_

(ii) **CORPORATE STATUS.**

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K1.01-2 CONT'D

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

(1) **SMALL BUSINESS CONCERN.** The offeror represents that it--

- is
- is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

- is
- is not

a small disadvantaged business concern.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

- is
- is not

a women-owned small business concern.

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

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

- is
- is not

a woman owned business concern.

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

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

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

- is
- is not

an emerging small business.

K1.01-2 CONT'D

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

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

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

(Check one of the following:)

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

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **CERTIFICATIONS OF NONSEGREGATED FACILITIES.** (Applies only if the contract amount is expected to exceed \$10,000). By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the EQUAL OPPORTUNITY clause in the contract.

(2) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- has
- has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- has
- has not

filed all required compliance reports.

K1.01-2 CONT'D

(3) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- has developed and has on file
- has not developed and does not have on file

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

(ii) It--

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

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)

(1) The offeror certifies that--

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

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

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

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

\_\_\_\_\_  
(Insert line item no.)

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

_____	_____
(Insert line item no.)	(Insert country of origin)

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

_____	_____
(Insert line item no.)	(Insert country of origin)

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

_____	_____
(Insert line item no.)	(Insert country of origin)

K1.01-2 CONT'D

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

_____	_____
(Insert line item no.)	(Insert country of origin)

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

_____	_____
(Insert line item no.)	(Insert country of origin)

(LIST AS NECESSARY)

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

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

(1) The offeror certifies that--

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

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

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

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

_____
(Insert line item number)

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

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

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

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

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

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

(LIST AS NECESSARY)

K1.01-2 CONT'D

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

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

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

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

- are
- are not

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

(2)  Have or  
 Have not,

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

- are or
- are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. (FAR 52.212-3)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

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

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

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

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

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

(DFARS 252.212-7000)

**L2.05-5.100 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DFSC AUG 1997)****(a) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE**

**STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

**(b) SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone number of the offeror;
- (4) 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;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the Certification Package.
- (9) Acknowledgment of solicitation amendments;
- (10) 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

(11) 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 reject the terms and conditions of the solicitation may be excluded from consideration.

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

(13) Also see the SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE and SUBMISSION OF OFFERS IN U.S. CURRENCY provisions, if applicable, in Addendum 1.

(14) **Facsimile bids are not authorized for this solicitation**

**(c) 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.

**(d) 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.

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

**(f) LATE OFFERS.**

(1) **FOR RFPs:** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS provision in Addendum 1.

(2) **FOR IFBs:** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

**(g) CONTRACT AWARD (not applicable to IFBs).** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

**(h) MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers 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.

L2.05-5.100 CONT'D

**(i) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) The Index of Federal Specifications, Standards and Commercial Item Description and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 (telephone (202) 619-8925/8926/8927. FAX number is (202) 619-8978/8985).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance. (FAR 52.212-1, **tailored**)

**II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DFSC SEP 1997)****(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 to the terms and conditions of this contract may be made only by written agreement of contracting 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

## II.03-3 CONT'D

(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. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. 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 of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer 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.** The contract price includes all applicable Federal, State, and local taxes and duties.

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

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

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

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

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express 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. 251 related to whistle blower protections, and 49 U.S.C. 40118, Fly American.

## II.03-3 CONT'D

(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)

**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 1996)**

(a) The Contractor agrees to 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); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- (3) 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- (4) 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- (6) 52.222-26, Equal Opportunity (E.O. 11246).
- (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (10) 52.225-3, Buy American Act - Supplies (41 U.S.C 10).

## II.04 CONT'D

- [ ] (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- [ ] (12) 52.225-17, Buy American Act - Supplies Under European Community Sanctions for End Products (E.O. 12849).
- [ ] (13) 52.225-18, European Community Sanctions for End Products (E.O. 12849).
- [ ] (14) 52.225-19, European Community Sanctions for Services (E.O. 12849).
- [ ] (15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- [ ] 15(ii) Alternate I of 52.225-21.
- [ ] (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- [ ] (17) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

(This acquisition is being conducted under \_\_\_\_\_ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is \_\_\_\_\_.

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

(Contracting Officer check as appropriate)

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

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to 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

II.04 CONT'D

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:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S. - Flag Commercial Vessels (46 U.S.C. 1241) (flow down

not required for subcontracts awarded beginning May 1, 1996).

(FAR 52 212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 1997)**

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) 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
- [ x ] 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns, 10 U.S.C. 2301 note
- [ ] 252.219-7002 Notice of Small Disadvantaged Business Set-Aside, 15 U.S.C. 644
- [ x ] 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- [ ] 252.219-7005 Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note
- [ ] 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns, 15 U.S.C. 644
- [ ] 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10, E.O. 10582
- [ x ] 252.225-7007 Trade Agreements Act, 19 U.S.C. 2501-2582
- [ ] 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

II.05 Cont'd

- 252.225-7017 Preference for United States and Canadian Valves and Machine Tools, 10 U.S.C. 2534(c)(2)
- 252.225-7027 Limitation on Sales Commissions and Fees, 12 U.S.C. 2779
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- 252.225-7036 North American Free Trade Agreement Implementation Act.
- 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
- 252.233-7000 Certification of Claims and Requests for Adjustment or Relief, 10 U.S.C. 2410
- 252.242-7002 Submission of Commercial Freight Bills for Audit, 31 U.S.C. 3726
- 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631  
(DFARS 252.212-7001)

**ADDENDUM #1  
PREAWARD SOLICITATION PROVISIONS**

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (CONT'D)  
(DFSC MAY 1997)**

**SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.**

(a) The representation in (b) below concerning the offeror's manufacturing source applies to small business set-aside line items and SDB evaluation preference line items only. To be eligible for either of these, the representation must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. Failure to hereby so state below and failure to submit same with the offeror may render the offer ineligible for award in either of these types of programs.

(b) The small business concern represents as part of its offer that—

all

not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

**K1.06 CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)**

(a) **Contractor Identification Number**, as used in this provision, means **Data Universal Numbering System (DUNS) number**, which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "**DUNS**" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

K1.06 Cont'd

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information.

- (1) Company name
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfor@dbisma.com](mailto:globalinfor@dbisma.com).

(FAR 52.204-6)

**K5 USE OF ELECTRONIC DATA INTERCHANGE (DFSC MAY 1994)**

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Fuel Supply Center (DFSC) may utilize EDI for certain documents in contracts awarded under this solicitation. DFSC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DFSC and the Contractor will enter into a TPA.

(c) [ ] A check in this block indicates that the Contractor has already entered into a TPA with DFSC.

(d) Upon submission of the following data, DFSC will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

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

(5) VAN Service Provider(s): \_\_\_\_\_

K5 CONT'D

(6) Provide information for the following fields:

ISA07	Company Qualifier	_____
ISA08	Company Value	_____
GS03	Company Value	_____

(7) Please identify:

Element Separator: \_\_\_\_\_

Subelement Separator: \_\_\_\_\_

Segment Terminator: \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DFSC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DFSC.

(f) When a TPA is executed--

- (1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.
- (2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.
- (3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.
- (4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DFSC.
- (5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

**K12.03 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1994)**

(a) **DEFINITIONS.** Caribbean Basin country end product, designated country end product, domestic end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the TRADE AGREEMENTS or BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clauses of this solicitation.

(b) **EVALUATION.**

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



K45.01 Cont'd

(3) See the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS clause for FAX invoicing procedures.

(4) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

(b) **ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES                      [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS for electronic invoicing procedures.

**K85                      DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)**

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

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected. (FAR 52.214-34)

**L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. (FAR 52.214-35)

**L2.29 MASTER SOLICITATION (DFSC JUN 1997)**

(a) This solicitation is a master solicitation for the REGION 6 (3.26) Purchase Program. This master solicitation contains 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, this master solicitation should be retained for the duration of the program). However, each supplemental solicitation will be considered a separate and individual solicitation.

(b) The initial opening/closing date for the solicitation is 04 Feb 1998. 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.

**L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)**

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and 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 bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerks to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

## L3.03 Cont'd

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(FAR 52.214-7)

**L4.04 CONTRACT AWARD - SEALED BIDDING (JUL 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY 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 BIDDER SPECIFIES OTHERWISE IN THE BID.

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

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(FAR 52.214-10)

**L5.01 AGENCY PROTESTS (DFSC AUG 1997) - DLAD**

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DFSC Commodity Business Unit Director.

(b) Protests filed with the Director, DFSC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DFSC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

**L44 PRICES (DFSC DEC 1991)**

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

(b) **FOR PC&S ONLY:** The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. Unit prices shall not exceed five digits to the right of the decimal (e.g., \$1.03045). Prices offered that consist of more than five digits to the right of the decimal will be rounded to five digits to the right of the decimal for award purposes. (DFSC 52.216-9F52)

**L46 SINGLE UNIT PRICE REQUIRED (DFSC JUN 1996)**

Subparagraph (b)(4) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

**L54 SITE VISIT (DFSC 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.

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DFSC JUN 1997)**

**[ ] Check here if not subcontracting with a transportation company in the performance of any resultant contract.**

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsive.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

**L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC MAR 1996)**

(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 PROPOSALS; or LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provisions.

(DFSC 52.252-9F01)

**M16.01 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)**

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(FAR 52.214-22)

**M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DFSC DEC 1993)**

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

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

(DFSC 52.214-9F02)

**ADDENDUM #2  
POST AWARD SOLICITATION CLAUSES**

**B18 SET-ASIDE QUANTITIES (DFSC FEB 1968)**

The total quantities set aside by item and destination are as follows:

<u>ITEM NO.</u>	<u>PRODUCT</u>	<u>TOTAL QUANTITY</u>	<u>NON-SET-ASIDE QUANTITY</u>	<u>SET-ASIDE QUANTITY</u>	<u>DESTINATION</u>
195-13A	Low Sulfur Diesel #2	1,500,000	750,000	750,000	White Sands Missile Range, NM
265-13A	Low Sulfur Diesel #2	650,000	325,000	325,000	Ft. Sill, OK
273-13A	Low Sulfur Diesel #2	1,016,000	508,000	508,000	McAlester, OK
366-13A	Low Sulfur Diesel #2	600,000	300,000	300,000	Ft. Hood, TX
431-13A	Low Sulfur Diesel #2	1,192,000	596,000	596,000	Red River Army Depot, TX
825-13A	Low Sulfur Diesel #2	1,440,000	720,000	720,000	Holloman AFB, NM
830-13A	Low Sulfur Diesel #2	1,003,000	501,500	501,500	Kirtland AFB, NM
899-13A	Low Sulfur Diesel #2	1,560,000	780,000	780,000	Tinker AFB, OK
931-13A	Low Sulfur Diesel #2	640,000	320,000	320,000	Dyess AFB, TX
943-13A	Low Sulfur Diesel #2	1,120,000	560,000	560,000	Kelly AFB, TX
946-34A	High Sulfur Diesel DF2	11,500,000	5,750,000	5,750,000	Lackland AFB, TX

**SPECIAL NOTE:**

Hard copy price change modifications (paper) will no longer be issued by DFSC. Price changes are now accessible through the World Wide Web. The Defense Fuel Supply Center’s Home Page on the internet is: <http://www.dfsc.dla.mil>  
For additional information refer to DD Form 1707.

**B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DFSC JUN 1997)**

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

- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

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

- (1) **Base price** means--
  - (i) The unit price offered for an item and included in the contract award schedule; or
  - (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (2) **Base reference price** means the preselected reference price for an item as published on **08 Dec 1997**. In the event one or more applicable reference prices are not (or were not) published on the date shown, then the term **base reference price** means the preselected reference price for an item as published on the date nearest in time prior to the date shown.
- (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
- (4) **Date of delivery** means--
  - (i) **FOR TANKER OR BARGE DELIVERIES.**
    - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
    - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
  - (ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

B19.19 CONT'D

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

(c) **ADJUSTMENTS.** The Contracting Officer shall issue a modification to the contract to reflect any price change pursuant to this clause.

(1) **DAY OF PUBLICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B19.19 CONT'D

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

**OPIS - Oil Price Information Service Pad Reports-** Average price for the city and product noted (Use for Gasolines - Clear, Oxygenated and Reformulated; No. 2 - Low and High Sulfur, and No. 1 Low Sulfur).

**REGION 6**

**PETROLEUM MARKET AREAS**

**State**

**Counties**

**Colorado**

- A. Adams, Alamosa, Arapahoe, Bent, Boulder, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Denver, Douglas, Eagle, El Paso, Elbert, Fremont, Garfield, Gilpin, Grand Kit Carson, Lake, Larimer, Lincoln, Logan, Mesa, Moffat, Montrose, Morgan, Otero, Park, Phillips, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, Sedgwick, Summit, Teller, Washington, Weld, Yuma
- B. Archuleta, Dolores, Hinsdale, La Plata, Mineral, Montezuma, Ouray, San Juan, San Miguel
- C. Baca, Las Animas

**Kansas**

- A. Barber, Barton, Cheyenne, Clark, Comanche, Decatur, Edwards, Ellis, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Kiowa, Lane, Logan, Meade, Morton, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Rooks, Rush, Russell, Scott, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Thomas, Trego, Wallace, Wichita
- B. Allen, Anderson, Atchison, Bourbon, Brown, Butler, Chase, Chautauqua, Cherokee, Clay, Cloud, Coffey, Cowley, Crawford, Dickinson, Doniphan, Douglas, Elk, Ellsworth, Franklin, Geary, Greenwood, Harper, Harvey, Jackson, Jefferson, Jewell, Johnson, Kingman, Labette, Leavenworth, Lincoln, Linn, Lyon, Marion, Marshall, McPherson, Miami, Mitchell, Montgomery, Morris, Nemaha, Neosho, Osage, Ottawa, Pottawatomie, Reno, Republic, Rice, Riley, Saline, Sedgwick, Shawnee, Sumner, Wabaunsee, Washington, Wilson, Woodson, Wyandotte

**Nebraska**

- A. Arthur, Banner, Box Butte, Chase, Cherry, Cheyenne, Custer, Dawes, Dawson, Deuel, Dundy, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan, Sioux, Thomas

B19.19 Cont'd

- B. Adams, Antelope, Blaine, Boone, Boyd, Brown, Buffalo, Burt, Butler, Cass, Cedar, Clay, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Fillmore, Franklin, Gage, Garfield, Greeley, Hall, Hamilton, Harlan, Holt, Howard, Jefferson, Johnson, Kearney, Keya Paha, Knox, Lancaster, Loup, Madison, Merrick, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Phelps, Pierce, Platte, Polk, Richardson, Rock, Saline Sarpy, Saunders, Seward, Sherman, Stanton, Thayer, Thurston, Valley, Washington, Wayne, Webster, Wheeler, York

**New Mexico**

- A. Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Lincoln, Los Alamos, Mora, San Miguel, Sandoval, Santa Fe, Socorro, Taos, Torrance, Valencia
- B. McKinley, Rio Arriba, San Juan
- C. Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Luna, Otero, Sierra
- D. Curry, Harding, Quay, Roosevelt, Union

**North Dakota**

- A. Billings, Bottineau, Burke, Divide, Dunn, Golden Valley, McHenry, McKenzie, McLean, Mercer, Mountrail, Pierce, Renville, Rolette, Ward, Williams
- B. Adams, Barnes, Benson, Bowman, Burleigh, Cass, Cavalier, Dickey, Eddy, Emmons, Foster, Grand Forks, Grant, Griggs, Hettinger, Kidder, La Moure, Logan, McIntosh, Morton, Nelson, Oliver, Pembina, Ramsey, Ransom, Richland, Sargent, Sheridan, Sioux, Slope, Stark, Steele, Stutsman, Towner, Traill, Walsh, Wells

**Oklahoma**

- A. Beaver, Cimarron, Texas
  - B. Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Choctaw, Cleveland, Coal, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Haskell, Hughes, Jackson Jefferson, Johnston, Kay, Kingfisher, Kiowa, Latimer, Le Flore, Lincoln, Logan, Love, Major Marshall, McClain, McCurtain, McIntosh, Murray, Muskogee, Noble, Okfuskee, Oklahoma, Okmulgee, Pawnee, Payne, Pittsburg, Pontotoc, Pottawatomie, Pushmataha, Roger Mills, Seminole, Sequoyah, Stephens, Tillman, Washita, Woods, Woodward
- C. Adair, Cherokee, Craig, Creek, Delaware, Mays, Nowata, Osage, Ottawa, Rogers, Tulsa, Wagoner, Washington

B19.19 Cont'd

**South Dakota**

- A. Bennett, Butte, Custer, Fall River, Haakon, Harding, Jackson, Lawrence, Meade, Mellette, Pennington, Perkins, Shannon, Todd, Ziebach
- B. Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Corson, Davison, Day, Deuel, Dewey, Douglas, Edmunds, Faulk, Grant, Gregory, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Jones, Kingsbury, Lake, Lincoln, Lyman, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Stanley, Sully, Tripp, Turner, Union, Walworth, Yankton

**Texas**

- A. Bowie, Camp, Cass, Delta, Fannin, Franklin, Gregg, Harrison, Henderson, Hopkins, Hunt, Lamar, Marion, Morris, Panola, Rains, Red River, Rusk, Smith, Titus, Upshur, Van Zandt,
- B. Angelina, Cherokee, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler
- C. Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller
- D. Bosque, Brown, Collin, Comanche, Cooke, Dallas, Denton, Eastland, Ellis, Erath, Grayson, Hill, Hood, Jack, Johnson, Kaufman, Montague, Palo Pinto, Parker, Rockwall, Somervell, Stephens, Tarrant, Wise
- E. Anderson, Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Gillespie, Grimes, Hamilton, Hays, Houston, Lampasas, Lee, Leon, Limestone, Llano, Madison, Mason, McCulloch, McLennan, Milam, Mills, Navarro, Robertson, San Jacinto, San Saba, Travis, Trinity, Walker, Washington, Williamson
- F. Aransas, Austin, Bee, Brooks, Calhoun, Cameron, Colorado, DeWitt, Dimmit, Duval, Goliad, Hidalgo, Jackson, Jim Hogg, Jim Wells, Kenedy, Kleberg, La Salle, Lavaca, Live Oak, Matagorda, McMullen, Nueces, Refugio, San Patricio, Starr, Victoria, Webb, Wharton, Willacy, Zapata

B19.19 Cont'd

- G. Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler, Yoakum
  - H. Archer, Baylor, Clay, Foard, Hardeman, Knox, Wichita, Wilbarger
  - I. Andrews, Borden, Callahan, Coke, Coleman, Concho, Crane, Crockett, Dawson, Ector, Fisher, Gaines, Glasscock, Haskell, Howard, Irion, Jones, Kimble, Martin, Menard, Midland, Mitchell, Nolan, Reagan, Runnels, Schleicher, Scurry, Shackelford, Sterling, Stonewall, Sutton, Taylor, Throckmorton, Tom Green, Upton, Ward, Winkler, Young
  - J. Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Loving, Pecos, Presidio, Reeves, Terrell
  - K. Atascosa, Bandera, Bexar, Comal, Edwards, Frio, Gonzales, Guadalupe, Kendall, Kerr, Karnes, Kinney, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zavala
- Wyoming**
- A. Big Horn, Park, Sheridan
  - B. Lincoln, Sublette, Teton, Uinta
  - C. Campbell, Carbon, Converse, Crook, Fremont, Hot Springs, Johnson, Natrona, Niobrara, Sweetwater, Washakie, Weston
  - D. Albany, Goshen, Laramie, Platte

B19.19 Cont'd

GASOLINES \*

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Colorado</u>	A	OPIS Denver
	B	OPIS Four Corners
	C	OPIS Albuquerque, NM
<u>Kansas</u>	A	OPIS Scott City
	B	OPIS Kansas City
<u>Nebraska</u>	A	OPIS North Platte
	B	OPIS Omaha
<u>New Mexico</u>	A	OPIS Albuquerque
	B	OPIS Four Corners
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<u>North Dakota</u>	A	OPIS Minot
	B	OPIS Fargo
<u>Oklahoma</u>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City
	C	OPIS Tulsa
<u>South Dakota</u>	A	OPIS Rapid City
	B	OPIS Sioux Falls
<u>Texas</u>	A	OPIS Tyler
	B	OPIS Beaumont
	C	OPIS Houston
	D	OPIS Dallas Metro
	E	OPIS Austin
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls
	I	OPIS Abilene
	J	OPIS El Paso
	K	OPIS San Antonio
<u>Wyoming</u>	A	OPIS Billings, MT
	B	OPIS Salt Lake City, UT
	C	OPIS Casper
	D	OPIS Cheyenne

B19.19 Cont'd

**\* NOTES:**

**CLEAR/OXYGENATED GASOLINE**

a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.

b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

**REFORMULATED GASOLINE**

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

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

**GASOHOL**

e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.

f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.

h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

**RVP REQUIREMENTS FOR GASOLINE**

**REGION 6**

x) **OPIS Kansas City, KS**-- All regular, midgrade and premium unleaded gasoline items in the following Kansas Counties: **Johnson and Wyandotte**, should switch to the 7.2 RVP gasoline reference beginning on the third Monday of May and use the 7.2 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Kansas City, KS reference should use the 9.0 RVP price at all times.

y) **OPIS Tulsa, OK**—All regular, midgrade and premium unleaded gasoline items in the following Oklahoma Counties: **Creek, Osage, Rogers, Tulsa, and Wagoner**, should switch to the 8.2 RVP gasoline reference beginning on the third Monday of May and use the 7.2 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

z) **OPIS Beaumont, TX**-- All regular, midgrade and premium unleaded gasoline items in **Hardin County** should switch to the 7.8 RVP gasoline reference beginning on the third Monday of May and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

B19.19 Cont'd

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

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Colorado</u></b>	A	OPIS Denver Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque, NM Low Sulfur
<b><u>Kansas</u></b>	A	OPIS Scott City Low Sulfur
	B	OPIS Kansas City Low Sulfur
<b><u>Nebraska</u></b>	A	OPIS North Platte Low Sulfur
	B	OPIS Omaha Low Sulfur
<b><u>New Mexico</u></b>	A	OPIS Albuquerque Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque Low Sulfur
	D	OPIS Albuquerque Low Sulfur
<b><u>North Dakota</u></b>	A	OPIS Minot Low Sulfur
	B	OPIS Fargo Low Sulfur
<b><u>Oklahoma</u></b>	A	OPIS Oklahoma City Low Sulfur
	B	OPIS Oklahoma City Low Sulfur
	C	OPIS Tulsa Low Sulfur
<b><u>South Dakota</u></b>	A	OPIS Rapid City Low Sulfur
	B	OPIS Sioux Falls Low Sulfur
<b><u>Texas</u></b>	A	OPIS Tyler Low Sulfur
	B	OPIS Beaumont Low Sulfur
	C	OPIS Houston Low Sulfur
	D	OPIS Dallas Metro Low Sulfur
	E	OPIS Austin Low Sulfur
	F	OPIS Corpus Christi Low Sulfur
	G	OPIS Abilene Low Sulfur
	H	OPIS Abilene Low Sulfur
	I	OPIS Abilene Low Sulfur
	J	OPIS Midland/Odessa Low Sulfur
	K	OPIS San Antonio Low Sulfur
<b><u>Wyoming</u></b>	A	OPIS Billing, MT Low Sulfur
	B	OPIS Salt Lake City, UT Low Sulfur
	C	OPIS Casper Low Sulfur
	D	OPIS Cheyenne Low Sulfur

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

B19.19 Cont'd

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

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Colorado</u></b>	A	OPIS Denver
	B	OPIS Four Corners Low Sulfur
	C	OPIS Albuquerque, NM Low Sulfur
<b><u>Kansas</u></b>	A	OPIS Scott City Low Sulfur
	B	OPIS Kansas City
<b><u>Nebraska</u></b>	A	OPIS North Platte
	B	OPIS Omaha
<b><u>New Mexico</u></b>	A	OPIS Albuquerque Low Sulfur
	B	OPIS Four Corners Low Sulfur
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<b><u>North Dakota</u></b>	A	OPIS Minot Low Sulfur
	B	OPIS Fargo Low Sulfur
<b><u>Oklahoma</u></b>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City Low Sulfur
	C	OPIS Tulsa Low Sulfur
<b><u>South Dakota</u></b>	A	OPIS Rapid City Low Sulfur
	B	OPIS Sioux Falls Low Sulfr
<b><u>Texas</u></b>	A	OPIS Tyler
	B	OPIS Beaumont Low Sulfur
	C	OPIS Houston
	D	OPIS Dallas Low Sulfur
	E	OPIS Austin Low Sulfur
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls Low Sulfur
	I	OPIS Abilene Low Sulfur
	J	OPIS El Paso
	K	OPIS San Antonio
<b><u>Wyoming</u></b>	A	OPIS Billings, MT Low Sulfur
	B	OPIS Salt Lake City, UT
	C	OPIS Casper Low Sulfur
	D	OPIS Cheyenne Low Sulfur

\* NOTE: Applies to DF2, Burner Oil No.2, HS2

B19.19 Cont'd

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

<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Colorado</u></b>	A	OPIS Denver
	B	OPIS Four Corners
	C	OPIS Albuquerque, NM
<b><u>Kansas</u></b>	A	OPIS Scott City
	B	OPIS Kansas City
<b><u>Nebraska</u></b>	A	OPIS North Platte
	B	OPIS Omaha
<b><u>New Mexico</u></b>	A	OPIS Albuquerque
	B	OPIS Four Corners
	C	OPIS El Paso, TX
	D	OPIS Amarillo, TX
<b><u>North Dakota</u></b>	A	OPIS Minot
	B	OPIS Fargo
<b><u>Oklahoma</u></b>	A	OPIS Amarillo, TX
	B	OPIS Oklahoma City
	C	OPIS Tulsa
<b><u>South Dakota</u></b>	A	OPIS Rapid City
	B	OPIS Sioux Falls
<b><u>Texas</u></b>	A	OPIS Tyler
	B	OPIS Beaumont
	C	OPIS Houston
	D	OPIS Dallas
	E	OPIS Austin
	F	OPIS Corpus Christi
	G	OPIS Amarillo
	H	OPIS Wichita Falls
	I	OPIS Abilene
	J	OPIS El Paso
	K	OPIS San Antonio
<b><u>Wyoming</u></b>	A	OPIS Billings, MT
	B	OPIS Salt Lake City, UT
	C	OPIS Casper
	D	OPIS Cheyenne

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

**C16.69 SPECIFICATIONS (DFSC OCT 1996)**

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

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

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

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

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

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

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

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

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

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

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

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

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

C16.69 Cont'd

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

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

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

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

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

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

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

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

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

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, DF1, AND DFA ONLY.** Product shall conform to the following salient characteristics as extracted from Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996:

**LOW SULFUR GRADES**

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

**HIGH SULFUR GRADES**

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

C16.69 Cont'd

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

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

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

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

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

(A) The maximum cloud point (see 7.2 of CID A-A-52557) shall be equal to or lower than the tenth percentile minimum ambient temperature for the area in which ambient temperatures for U.S. locations are shown in Appendix X2 of ASTM D 975.

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

(iii) The Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all non-taxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

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

**LOW SULFUR GRADES**

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

**HIGH SULFUR GRADES**

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

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

(ii) The IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel fuel as a means of identification. The minimum concentration is provided in 40 CFR Part 80.

C16.69 Cont'd

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

(4) **APPLICABLE TO #1 DIESEL GRADES ONLY.** DFSC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10<sup>0</sup>F (-12<sup>0</sup>C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--

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

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

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

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

NATIONAL STOCK NUMBER

PRODUCT NOMENCLATURE

9140-00-247-4366	Fuel Oil, Burner 1
9140-00-247-4365	Fuel Oil, Burner 2
9140-01-107-6139	Fuel Oil, Burner 4(Light)
9140-00-247-4360	Fuel Oil, Burner 4
9140-01-058-4431	Fuel Oil, Burner 5(Light)
9140-00-247-4359	Fuel Oil, Burner 5(Heavy)
9140-00-247-4354	Fuel Oil, Burner 6

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

(2) **FUEL OIL, BURNER, GRADES 4, 4(LIGHT), 5(LIGHT), 5(HEAVY), AND 6.** All residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. When the fuel oil offered contains used oil or other recycled petroleum components, the product shall meet the additional minimum specification requirements as follows:

	<u>ALLOWABLE MAXIMUM CONSTITUENT/PROPERTY</u>	<u>TEST METHOD</u> <sup>1</sup>	<u>REQUIRED DETECTION LIMIT</u>	<u>LEVEL</u>
1.	Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
2.	Cadmium	EPA SW-846 6010 <sup>2,3</sup>	0.2 ppm max	2 ppm max
3.	Chromium	EPA SW-846 6010 <sup>2,3</sup>	1.0 ppm max	10 ppm max
4.	Lead	EPA SW-846 6010 <sup>2,3</sup>	10 ppm max	100 ppm max
5.	Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100 <sup>0</sup> F (38 <sup>0</sup> C) min

C16.69 Cont'd

**NOTES:**

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

2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available

National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used.

Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS

must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.

4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above.

Adherence to all required method QC must be documented and available for review.

5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each

QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.

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

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

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

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C16.69 CONT'D

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

ATTN: DFSC-IT, ROOM 2834  
 DEFENSE FUEL SUPPLY CENTER  
 8725 JOHN J. KINGMAN RD., SUITE 4950  
 FORT BELVOIR, VA 22060-6222

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

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

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

(f) **KEROSENE.** ASTM D 3699 (Latest Revision) applies.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>SULFUR CONTENT</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	0.30 wt% max.
9140-01-292-4460	Kerosene, Grade No. 1-K	0.04 wt% max.

**C16.69-6 SPECIFICATIONS (CONT'D) (REGION 6) (DFSC AUG 1994)**

(a) **GASOLINE OXYGENATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied either gasoline or gasohol that conforms to Federal, State, and local regulations for minimum oxygen content. The requirements for oxygenated gasoline shown below are based on information published by the Environmental Protection Agency (EPA) in the Federal Register dated 6 November 1991 and by the Texas Air Control Board and reflect the impact of Federal, State, and local regulations. These requirements are subject to change before or during the contract period.

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
<b>COLORADO COUNTIES</b> Larimar, Boulder, Douglas Denver, Weld, Adams, Arapahoe, Jefferson, El Paso	1 Nov - 29 Feb	2.7 Wt%
<b>NEW MEXICO</b> Bernalillo County	1 Nov - 29 Feb	2.7 Wt%
<b>TEXAS</b> El Paso, El Paso County	1 Oct - 31 Mar	2.7 Wt%

(b) **GASOLINE REFORMULATION REQUIREMENTS.** In accordance with the preceding SPECIFICATIONS clause, facilities in the locations listed below shall be supplied reformulated gasoline that conforms to Federal regulations for oxygen content. The requirements compiled below are based on information published by the EPA in the Federal Register dated 16 February 1994 and the Texas Air Control Board. These requirements reflect the impact of Federal and State regulations and are subject to change before or during the contract performance period.

C16.69-6 CONT'D

<u>LOCATION</u>	<u>PERIOD</u>	<u>MINIMUM OXYGEN CONTENT</u>
<b>TEXAS COUNTIES</b> Chambers, Collin, Dallas Denton, Fort Bend, Galveston, Harris, Liberty, Montgomery, Tarrant, Waller	Year Round	2.0 Wt%

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

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

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

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

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

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

E5 Cont'd

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

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

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

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

(FAR 52.246-2)

#### **E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DFSC JUN 1997)**

(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 Fuel Supply Center (DFSC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DFSC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DFSC 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.

E35.02 Cont'd

(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 reject or to require correction under the INSPECTION OF SUPPLIES 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.

**F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DFSC 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 DFSC requirements contracts.

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

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

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

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

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

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

(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.

## F1.01-1 CONT'D

(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.

**F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DFSC AUG 1996)**

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

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

**F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DFSC APR 1996)**

(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 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 (except for items to be used as ships' bunkers), the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

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

**(iii) F.O.B. VESSEL.**

(A) On items requiring delivery f.o.b. vessel by barge for ships' bunkers, the quantity received will be determined (at the Contractor's option) on the basis of--

- (a) Origin shore tank measurements; or
- (b) By calibrated meter, if the Contractor's facilities are so equipped.

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

(C) When the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DFSC Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded. The Government will have the right to have a representative present to verify these off-load figures.

**(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 quantity shall be determined (at the Contractor's option) on the basis of--

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

## F1.09-2 CONT'D

(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 quantity shall be determined by one of the following methods:

(A) The Contractor shall provide delivery equipment that enables the receiving activity and the Contractor to determine quantity at destination in the delivery conveyance by one of the following:

(a) Calibrated meter (in areas where environmental restrictions prohibit the opening of dome hatches prior to, during, or after off-loading, calibrated meter must be used); or

(b) Certified capacity tables. The tables must be made available at the time of delivery; 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.

(B) If one of the methods in (A) above is not specified in the contract narrative for deliveries by transport truck or truck and trailer, the Contractor may use the net quantity determined at the loading point by a calibrated loading rack meter. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter. The Government reserves the right to determine the quantity received in gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) at time of delivery by any valid means available.

(C) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

(a) Weight, using calibrated scales; or

(b) A calibrated meter on the receiving tank system.

(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.** Volume correction to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Centigrade) is required for--

(1) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. 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).

(2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(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. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086). In areas where the metric system is used, an equivalent type Centigrade thermometer may be used.

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM D 1298).

(3) API Manual of Petroleum Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085). A water indicating paste (Testmaster, manufactured by Steward Hall Chemical Corp., 222 Washington St., Mount Vernon, NY 10553, or equivalent) capable of providing a reliable sharp color change in water bottoms containing 50% fuel system icing inhibitor (either Ethylene Glycol Monomethyl Ether or Diethylene Glycol Monomethyl Ether as applicable) shall be used for obtaining water cuts in aviation turbine fuels.

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used.

F1.09-2 CONT'D

- (i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).
- (ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).
- (iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).
- (iv) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Centigrade to barrels of 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Centigrade to cubic meters at 15 degrees Centigrade by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
  - (v) If the original measurement is by weight, using calibrated scales, then--
    - (A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.
    - (B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.
  - (vi) For other than crude oils, lubricating oils, fuels, and fuel oils, volume correction shall be made in accordance with the product specification or as stated elsewhere in the solicitation.
- (5) API Manual of Petroleum Measurement Standards 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.

(d) **UNITS OF QUANTITY.**

- (1) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be--
  - (i) The barrel of 42 U.S. gallons;
  - (ii) The U.S. gallon of 231 cubic inches;
  - (iii) The long ton of 2,240 pounds;
  - (iv) The pound of 16 ounces;
  - (v) The metric ton of 2,204.6 pounds;
  - (vi) The imperial gallon of 277.42 cubic inches; and
  - (vii) The liter of 61.026 cubic inches.
- (2) Unless otherwise specified in the contract, a reference to gallons shall mean U.S. gallons.

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

- (a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.
- (b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

**F4 DELIVERY AND ORDERING PERIODS (DFSC 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 June 1998 and Ends: 31 May 2001.
- (2) Delivery Period Begins: 01 June 1998 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).

**F14 SHIPMENT AND ROUTING (DFSC JUN 1990)**

(a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; provided, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that Contractor finds unsatisfactory for loading shall be reported as follows:

- (1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).
- (2) **TANK CARS.** Report to the QR and by wire (Government rate collect) to Commander, Eastern Area, Military Traffic Management Command, ATTN: MTE-INR-O, Bayonne, NJ 07002. Any shortage or overage of tank cars shall be similarly reported.
- (3) **PIPELINE, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.**

Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.

(4) If the supplies are for the Defense Fuel Supply Center, also report in each case above to the Defense Fuel Region having jurisdiction over the territory in which shipment originates.

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

- (1) The Contractor shall ship the supplies under Government Bills of Lading, which will be furnished or arranged for by the Defense Fuel Region placing orders, unless otherwise specified. If requested by the Government, the Contractor shall prepare Government Bills of Lading.
- (2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Fuel Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.

(3) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice that shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges (where sea suction and overboard discharge valves exist), whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Fuel Regional Office upon receipt.

(2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.

(3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.

F14 CONT'D

(g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.

(h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

**F105 VARIATION IN QUANTITY (APR 1984)**

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

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

  10   Percent increase

  10   Percent decrease

This increase or decrease shall apply to \_\_\_\_\_.  
(FAR 52.211-16)

**G3 INVOICE NUMBERING REQUIREMENTS (DFSC DEC 1994)**

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. For invoices submitted under the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause, invoice numbers are limited to five characters.

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC OCT 1997)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

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

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

(b) Check Remittance Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)



G9.07 Cont'd

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

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

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

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

(DO NOT EXCEED 153 CHARACTERS)

OR

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

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

(DO NOT EXCEED 153 CHARACTERS)

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

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

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

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

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

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

## G9.07 CONT'D

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

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

**G9.09 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1997)**

(a) **METHOD OF PAYMENT.** Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term **EFT** refers to the funds transfer and may also include the information transfer.

**(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required, as a condition of any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) **CONTRACTOR'S EFT INFORMATION.** Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) **REQUIRED EFT INFORMATION.** The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payment only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly online to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

**(e) SUSPENSION OF PAYMENT.**

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the PROMPT PAYMENT clause of this contract.

## G9.09 CONT'D

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the PROMPT PAYMENT clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer under the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing transfers.

(g) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) **EFT AND PROMPT PAYMENT.**

(1) A payment shall be deemed to have been made in a timely manner in accordance with the PROMPT PAYMENT clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the ASSIGNMENT OF CLAIMS clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) **PAYMENT OFFICE DISCRETION.** If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) **CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

(FAR 52.232-33)

**G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DFSC APR 1996) (REV)****NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS.****(a) SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DFSC funds by DFAS Columbus, OH. Instructions for submission of invoices for all other DoD items and all Federal Civilian items can be found in the SUBMISSION OF INVOICES FOR PAYMENT or SUBMISSION OF INVOICES BY FACSIMILE clause of this contract.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DFSC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices.

**(b) INVOICING OF ORDERS.**

(1) **ADDRESS.** PAYING OFFICE FOR ORDERS PLACED BY THE DFSC OR ITS DESIGNEE AS SHOWN ON SOURCE IDENTIFICATION AND ORDERING AUTHORITY (SIOATH) FORMS:

Electronic invoices for items paid for with DLA/DFSC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

(c) **CERTIFICATION OF RECEIPT.** The Contractor will prepare the Material Inspection and Receiving Report (MIRR), if applicable, in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(1) **FOR F.O.B. DESTINATION DELIVERIES.** The Quality Representative (QR) or authorized receiving activity personnel will certify the MIRR and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative as indicated in the SIOATH will certify and distribute the receiving documents. One of the copies of the MIRR submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: "**ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE**".

(2) **FOR F.O.B. ORIGIN DELIVERIES.** The QR will certify the MIRR and provide the Contractor with one original copy. This copy must contain the signature of the QR and will have the following information stamped, printed, or typed on it: "**ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE**". The Contractor will maintain this hard copy for a period of seven years after final payment under this contract and shall make said document available for inspection by the Government if requested.

(d) **INSTRUCTIONS FOR SUBMISSION OF ORDERS BY DoD.** For each hard copy order submitted to the Contractor, the Government Ordering Officer shall transmit a facsimile of the order to the following:

(1) DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CO-SFFB  
P.O. BOX 182317  
COLUMBUS, OH 43218-6250

(2) Contractor's address.

(e) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(f) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries. Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

**G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DFSC APR 1997)**

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

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

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

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

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

**FOR GROUND FUELS (PC&S):**

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

**FOR COOL BARGE:**

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CO-SFFB  
P.O. BOX 182317  
COLUMBUS, OH 43218-6250

**(2) CERTIFICATION OF RECEIPT.**

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

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

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

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

(A) Overbillings--

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

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

(B) Underbillings will be paid as invoiced.

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

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

**(3) SUBMISSION OF INVOICES.**

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

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

G150.06 CONT'D

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

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

DEFENSE FINANCE AND ACCOUNTING SERVICE  
 FUELS ACCOUNTING AND PAYMENTS  
 DFAS-CO-SFF  
 4280 EAST FIFTH AVE, BLDG. 6  
 COLUMBUS, OH 43219

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

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including standby requirements, Air Force and Federal Civil Agency items, and Alaska and Hawaii Army and Navy (including Marines) items.

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

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

(c) **INVOICING DETENTION COSTS**. Detention costs, allowable only on tank truck deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

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

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DFSC AUG 1995)**

(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.

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DFSC APR 1997)**

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

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

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

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

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

G150.11 Cont'd

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-SF cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-SF) at (800) 453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and

5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CO-SF FAX number is (614) 693-0670.

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

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

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

(i) **CERTIFICATION OF RECEIPT.**

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

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

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

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

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

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

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the DD Form 250 or SF 1449 will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

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

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

(i) When FAXing an **invoice** for f.o.b. origin deliveries—

(A) The Contractor shall also FAX a copy of the applicable receiving report to DFAS-CO-SFFP for BULK FUELS AND ALL OTHER COOL BARGE DELIVERIES. The receiving report shall be transmitted no later than three days after each delivery;

(B) The Contractor shall also FAX a copy of the applicable receiving report to DFSC-FII, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. The receiving report shall be transmitted no later than two working days after each delivery.

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

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

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

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

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.**

(1) (**NOTE:** Detention costs are **not** allowable on tank wagon deliveries.) Since detention and demurrage costs are the sole responsibility of the activity incurring them, the Contractor shall FAX detention/demurrage cost invoices directly to the activity where the costs were incurred.

## G150.11 CONT'D

(2) **FOR COOL BARGE.** Claims for detention/demurrage shall be forwarded to the DFSC Contracting Officer's Technical Representative no later than 120 days after the completion of discharging hereunder, failing which, the Government shall be discharged from any and all liability in respect thereto.

(DFSC 52.232-9F07)

**II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency

procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

**II.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DFSC 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 reprocurement 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 reprocurement 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.

**II.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**I27 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.01 FEDERAL, STATE, AND LOCAL TAXES (DFSC NOV 1993) (DEVIATION)**

(a) As used in this clause--

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

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

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

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

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

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

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

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

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

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

(DFSC 52.229-9F02)

**128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DFSC AUG 1997)**

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

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

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

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

(3) **RESIDUAL FUEL OIL.** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

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

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

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

A Contractor authorized by IRS to sell fuel tax free should not invoice the FET on sales to the National Guard or on sales of jet fuel for military aircraft, aviation gasoline for military aircraft, motor gasoline used off-highway, and gasohol used off-highway. The ordering officer should be contacted for information on amounts of fuel used off-highway.

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

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

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

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

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

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

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

(DFSC 52.229-9F04)

**I28.03-2 TAX EXEMPTION CERTIFICATES (DFSC AUG 1995)**

(a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates.

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

(DFSC 52.229-9F10)

**I33 INTEREST (JUN 1996)**

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

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

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

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

(FAR 52.232-17)

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

**I84 REQUIREMENTS (OCT 1995)**

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

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

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

I84 Cont'd

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 June 2001.

(FAR 52.216-21)

**THE FOLLOWING CLAUSE APPLIES ONLY TO SET-ASIDE ITEMS.**

**I84.01-2 REQUIREMENTS (SET-ASIDE) (DFSC JUN 1996)**

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

**(b) ORDERING.**

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

**(2) MULTIPLE AWARDS. In the event multiple awards to two or more suppliers are made for any one item, the Government may choose between any of the Contractors in placing any particular order. However, the Government will make every effort to allocate successive orders to maintain as close a balance as is reasonably practicable between the total quantities ordered from all Contractors.**

(3) The Government's requirements for each item or subitem of supplies or services listed in the SET-ASIDE QUANTITIES clause are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

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

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

(6) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 June 2001.

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

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

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

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

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

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

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

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

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

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

(DFSC 52.216-9F11)

**I87 OBLIGATION TO ORDER WHEN AN SDB PREFERENCE APPLIES (DEC 1991) DLAD**

Notwithstanding any other provisions of this contract, the Government is not obligated to order items under this contract when the statutory authority has expired for a price differential reflected in the price of the item.

(DLAD 52.219-9001)

**I171.01-2 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (MAR 1996)**

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

(b) **DEFINITIONS.**

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

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

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

I171.01-2 Cont'd

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

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

(2) A statement of--

(i) Total dollars planned to be subcontracted;

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

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

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

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. Use of the PASS as it source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns; (ii) small disadvantaged business concerns; and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause in the contract and all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 295 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, e.g., PASS guides, and other data identify small, small disadvantaged, or women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000 indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

I171.01-2 Cont'd

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with program's requirements.

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

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

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

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

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

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

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; PROVIDED, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan and deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

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

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS clause of the contract, or (2) an approved plan required by this clause, shall be a material breach of the contract.

(FAR 52.219-9/ALT II)

**I171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (OCT 1995)**

(a) **Failure to make a good faith effort to comply with the subcontracting plan** as used in this subpart, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that Government may have.

(FAR 52.219-16)

**I174 MANUFACTURING AND FILLING POINTS (SET-ASIDES) (DFSC APR 1996)**

(a) To be eligible for award of a small business set-aside item (one-half the quantity of each item identified for set-aside in the Schedule of this solicitation; also listed in the SET-ASIDE QUANTITIES clause), offerors must provide product manufactured by a small business (see FAR 19.102(f)(1)). Product may not be furnished as a result of an exchange agreement with a large business.

(b) All small businesses wishing to be eligible for the set-aside portion of this procurement hereby agree that only product manufactured/refined by the small manufacturer(s)/refiner(s) will be provided under the set-aside portion of the contract. If circumstances are such that, during the term of this contract, a committed small business manufacturer/refiner can no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer who must approve the new small business manufacturer/ refiner before operations with the new firm commence.

(c) All small businesses interested in being considered for award of any set-aside items must provide the following information with the offer; failure to do so may result in the firm being ineligible for the set-aside portion of the solicitation.

- (1) Set-aside item numbers and delivery location;
- (2) Name and address of small business refiner;
- (3) Refinery point of contact;
- (4) Name and address of the filling point (if different from refinery); and
- (5) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(DFSC 52.219-9F01)

**I174.01 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (DFSC MAY 1997)**

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

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

(c) In order to be eligible for the evaluation preference, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with an evaluation preference:

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

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

(DFSC 52.219-9F02)

**I179 ALLOCATION (DFSC JUL 1995)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I179 Cont'd

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

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

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

(DFSC 52.249-9F01)

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

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

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

(DFSC 52.223-9F05)

**I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)**

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

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

(a) The DFSC 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 DFSC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DFSC 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 DFSC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DFSC 52.217-9F08)

**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 June 1998 through 31 May 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

*The preferential consideration provided by the DFARS clause 252.219-7006, Notice of Evaluation Preference for Small Disadvantaged Business Concerns, or 52.219-7001, Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns, or 252.219-7002, Notice of Small Disadvantaged Business Set-Aside, will be applied only to FY 89 through FY 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the preference may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the preference.*

THE FOLLOWING CLAUSE ONLY APPLIES TO **OTHER THAN** DEPARTMENT OF DEFENSE PARTIAL SMALL BUSINESS SET-ASIDE LINE ITEMS THAT MAY BE CONTAINED IN THIS DOCUMENT.

**I237 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)**

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

**(b) GENERAL.**

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) The set-aside portion will be awarded at the highest unit price(s) in the contract(s) for the non-set-aside portion, adjusted to reflect transportation and other costs appropriate for the selected Contractor(s).

(4) The Contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion.

(5) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

I237 Cont'd

(c) **AGREEMENT.** For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic form. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-7)

If this document contains DoD partial small business set-aside items in the Schedule, the evaluation preference described in the following clause is not applicable to the non-set-aside portion of those DoD items, or to the unreserved portion of items partially reserved for contracting with the SBA under the 8(a) program. (The evaluation preference never applies to any items paid for by Federal Civil Agencies.)

**I237.03 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1994)**

(a) **DEFINITIONS.**

(1) **Historically black colleges and universities**, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before 14 November 1986.

(2) **Minority institutions**, as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(3) **Small disadvantaged business concern**, as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(4) **United States**, as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns, which have not waived the preference;
- (ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;
- (iii) Otherwise successful offers of--
  - (A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;
  - (B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and
  - (iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The 10 percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the 10 percent factor. The 10 percent factor will not be applied if using the preference would cause the contract award to be made at a price that exceeds the fair market price by more than 10 percent.

(c) **WAIVER OF EVALUATION PREFERENCE.** A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the 10 percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers that waive the preference.

[ ] Offeror elects to waive the preference.

I237.03 Cont'd

(d) **AGREEMENTS.**

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by **small business concerns**, historically black colleges or universities, or minority institutions in the United States.

(3) Upon request, a historically black college or university, or minority institution offeror will provide the Contracting Officer evidence that is has been determined to be an HBCU or MI by the Secretary of Education.

(DFARS 252.219-7006/ALT I)

## STATE LISTING OF SOLICITED ITEMS

SPO600-98-B-6000-

ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED
----- COLORADO -----							
B10-24	150,000	C20-24	66,000	D83-24	104,000	F60-19	40,000
B10-28	***	C20-28	***	D83-28	***	F60-24	60,000
B11-24	100,000	C30-67	40,000	120-12	60,000	F60-26	***
B11-28	***	C30-68	80,000	120-13	15,000	F60-28	***
B31-24	240,000	C40-24	85,000	127-12	60,000	F60-68	280,000
B31-28	***	C40-28	***	127-13	15,000	F61-68	90,000
B31-67	810,000	C40-67	15,000	145-13	80,000	F70-46	840,000
B31-68	900,000	C40-68	30,000	146-12	75,000	150-13	150,000
B32-24	120,000	C41-19	50,000	805-12	50,700	150-24	300,000
B32-28	***	C41-26	***	810-12	48,000	150-28	***
B33-68	36,000	C45-24	48,000	810-13	45,000	166-24	45,000
B40-22	180,000	C45-28	***	810-24	54,000	166-28	***
B40-27	***	C50-24	180,000	810-28	***	170-24	120,000
B40-67	45,000	C50-28	***	815-12	2,050,000	170-28	***
B40-68	45,000	C50-68	60,000	815-24	630,000	190-12	125,000
B45-22	102,000	C60-24	180,000	815-28	***	190-13	350,000
B45-27	***	C60-28	***	----- NEW MEXICO -----			
B45-68	88,500	C60-68	138,000	E05-24	141,000	190-24	600,000
B55-24	144,000	C70-24	123,000	E05-28	***	190-28	***
B55-28	***	C70-28	***	E10-68	78,000	195-13A	750,000
B60-22	60,000	C71-24	72,000	E11-68	240,000	195-24	2,000,000
B60-27	***	C71-28	***	E12-68	110,000	195-28	***
B60-67	66,000	C72-24	72,000	E25-24	60,000	820-12	135,000
B60-68	66,000	C72-28	***	E25-28	***	820-13	526,000
B70-24	135,000	O60-13	60,000	E35-24	45,000	820-24	420,000
B70-28	***	O65-12	72,000	E35-28	***	820-28	***
B73-24	43,000	O65-13	90,000	E36-68	90,000	825-13	720,000
B73-28	***	O65-24	450,000	E37-461	1,350,000	825-13A	720,000
B75-24	79,500	O65-28	***	E37-462	280,000	825-24	800,000
B75-28	***	O65-34	42,000	E38-46	450,000	825-28	***
O10-12	304,780	O71-12	552,000	E39-46	216,000	830-13	501,500
O10-24	222,330	O71-13	864,000	E45-46	60,000	830-13A	501,500
O10-28	***	O71-24	1,230,000	E51-46	126,000	830-24	1,389,000
O20-13	122,000	O71-28	***	E53-24	253,000	830-28	***
O20-24	118,000	O72-12	40,000	E53-28	***	----- NORTH DAKOTA -----	
O20-28	***	O72-13	120,000	E53-28	***	G10-46	300,000
O35-12	315,000	O80-13	40,000	E55-68	52,500	G11-19	165,000
O35-121	225,000	O85-12	9,000	E60-19	37,500	G11-24	96,000
O35-13	240,000	O85-13	50,000	E60-26	***	G11-26	***
O35-131	156,000	O95-12	20,000	E60-68	487,500	G11-28	***
O35-24	375,000	O95-13	45,000	E61-46	150,000	G11-46	450,000
O35-28	***	100-13	30,000	E62-24	130,000	G11-68	52,500
O35-46	100,000	110-13	30,000	E62-28	***	G20-46	260,000
O36-12	30,000	790-12	320,000	E65-46	88,000	G21-241	30,000
O36-13	30,000	790-13	200,000	E70-46	75,000	G21-242	90,000
O50-24	33,750	790-24	320,000	E85-24	120,000	G21-243	36,000
O50-28	***	790-28	***	E85-28	***	G21-281	***
O50-46	60,000	790-46	300,000	E85-68	36,000	G21-282	***
755-12	160,000	800-12	75,000	E86-68	30,000	G21-283	***
755-13	135,000	800-24	42,000	E87-24	303,000	G21-46	270,000
755-19	150,000	800-28	***	E87-28	***	G21-67	75,000
755-26	***	----- NEBRASKA -----				G21-68	90,000
756-83	270,000	D20-24	30,000	E88-24	120,000	G30-46	135,000
760-12	60,000	D20-28	***	E88-28	***	G40-46	80,000
760-13	30,000	D30-24	300,000	F11-24	600,000	G51-68	45,000
760-19	30,000	D30-28	***	F11-28	***	G60-46	30,000
760-26	***	D30-68	150,000	F11-68	225,000	G61-46	30,000
760-83	450,000	D30-70	225,000	F11-70	300,000	G70-24	65,000
765-83	90,000	D60-24	96,000	F20-46	330,000	G70-28	***
768-12	300,000	D60-28	***	F30-19	147,000	G80-24	60,000
768-13	300,000	D80-24	96,000	F30-24	48,000	G80-28	***
780-13	450,000	D80-28	***	F30-26	***	G80-461	30,000
780-19	350,000	D81-24	144,000	F30-28	***	G80-462	216,000
780-26	***	D81-28	***	F30-68	162,000	G80-68	30,000
785-12	300,000	D81-67	124,000	F40-24	36,000	201-12	60,000
785-13	300,000	D81-68	236,000	F40-28	***	205-12	145,000
785-19	450,000	D82-24	72,000	F40-67	19,500	205-13	285,000
785-26	***	D82-28	***	F40-68	60,000	215-12	30,000
785-46	1,600,000			F50-68	330,000		
				F51-46	72,000		

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

STATE LISTING OF SOLICITED ITEMS

SPO600-98-B-6000-

ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED
--- NORTH DAKOTA ---							
840-12	100,000	J31-24	303,000	L53-28	***	N07-28	***
840-13	20,000	J31-28	***	L58-22	72,000	N10-68	120,000
840-24	75,000	J31-46	500,000	L58-27	***	N13-07	46,500
840-28	***	J31-67	45,000	L63-68	300,000	N22-19	40,000
840-43	40,000	J31-68	150,000	L67-68	150,000	N22-26	***
859-12	800,000	J35-70	75,000	L70-24	450,000	N25-24	63,000
859-24	600,000	J40-24	60,000	L70-28	***	N25-28	***
859-28	***	J40-28	***	L70-68	125,000	N25-68	30,000
859-32	300,000	J40-46	2,400,000	L71-24	225,000	N30-24	120,000
859-46	1,000,000	J50-461	45,000	L71-28	***	N30-28	***
866-24	30,000	J50-462	45,000	L72-24	225,000	N30-68	60,000
866-28	***	J50-68	30,000	L72-28	***	N45-24	147,000
866-34	750,000	J60-46	725,000	L73-68	90,000	N45-28	***
875-12	900,000	J61-68	50,000	L77-24	350,000	305-13	140,000
875-13	300,000	J80-19	360,000	L77-28	***	305-24	35,000
875-24	900,000	J80-26	***	L82-24	1,195,000	305-28	***
875-28	***	J90-46	150,000	L82-28	***	310-13	80,000
875-341	30,000	K01-46	120,000	L82-68	95,000	315-13	40,000
875-342	150,000	K05-24	30,000	L83-24	576,000	316-13	70,000
875-343	900,000	K05-28	***	L83-28	***	320-13	30,000
----- OKLAHOMA -----							
H10-24	210,000	K10-46	180,000	L86-24	156,000	325-13	30,000
H10-28	***	K20-46	85,000	L86-28	***	330-13	50,000
H10-68	150,000	K30-461	30,000	L91-08	36,000	335-24	900,000
H11-24	40,000	K30-462	120,000	L92-08	60,000	335-28	***
H11-28	***	K31-46	427,000	M13-24	270,000	340-13	500,000
H11-68	40,000	K32-46	320,000	M13-28	***	340-24	740,000
H20-24	84,000	K33-24	210,000	M16-19	180,000	340-28	***
H20-28	***	K33-28	***	M16-26	***	345-13	50,000
H40-19	45,000	K33-67	105,000	M27-08	300,000	346-13	30,000
H40-26	***	K33-68	105,000	M27-68	1,275,000	350-13	150,000
H40-67	45,000	K34-19	360,000	M31-08	135,000	366-13	300,000
255-13	270,000	K34-26	***	M32-08	180,000	366-13A	300,000
265-13	325,000	K35-24	133,000	M35-08	180,000	366-24	2,000,000
265-13A	325,000	K35-28	***	M45-19	600,000	366-28	***
265-24	1,100,000	K50-46	100,000	M45-26	***	375-13	75,000
265-28	***	K51-46	60,000	M47-19	216,000	381-13	60,000
273-13	508,000	K52-46	240,000	M47-26	***	385-13	65,000
273-13A	508,000	K61-46	250,000	M50-24	80,000	395-13	65,000
273-24	475,000	K70-46	60,000	M50-28	***	405-13	30,000
273-28	***	K90-46	63,000	M50-68	25,000	406-13	250,000
885-12	230,000	912-12	525,000	M60-24	180,000	406-24	150,000
885-13	280,000	912-13	525,000	M60-28	***	406-28	***
885-24	280,000	912-24	700,000	M60-68	180,000	415-13	45,000
885-28	***	912-28	***	M62-24	97,500	425-13	30,000
895-13	65,000	912-32	200,000	M62-28	***	430-13	170,000
895-24	40,000	915-12	60,000	M66-24	255,000	430-24	153,000
895-28	***	915-13	36,000	M66-28	***	430-28	***
899-13	780,000	915-24	45,000	M66-68	150,000	431-13	596,000
899-13A	780,000	915-28	***	M69-24	360,000	431-13A	596,000
899-24	720,000	----- TEXAS -----		M69-28	***	431-24	800,000
899-28	***	L33-24	56,000	M73-24	75,000	431-28	***
903-13	70,000	L33-28	***	M73-28	***	440-13	50,000
903-24	70,000	L33-68	15,000	M73-68	60,000	600-24	504,000
903-28	***	L37-24	150,000	M77-24	60,000	640-24	350,000
906-12	140,000	L37-28	***	M77-28	***	640-28	***
906-13	78,000	L37-68	90,000	M80-24	60,000	640-68	120,000
906-24	190,000	L37-94	50,000	M80-28	***	650-24	50,400
906-28	***	L43-24	90,000	M81-24	65,000	650-28	***
--- SOUTH DAKOTA ---							
J10-46	128,000	L43-28	***	M81-28	***	651-24	21,600
J10-67	60,000	L43-68	30,000	M84-24	90,000	651-28	***
J20-24	60,000	L43-68	30,000	M84-28	***	921-13	75,000
J20-28	***	L44-19	32,000	M93-08	100,000	921-24	200,000
J20-68	60,000	L44-26	***	M95-24	130,000	921-28	***
J30-46	90,000	L45-19	69,000	M95-28	***	927-08	45,000
----- TEXAS -----							
				M99-24	200,000	927-13	210,000
				M99-28	***	931-13	320,000
				NO4-24	150,300	931-13A	320,000
				NO4-28	***	931-24	500,000
				NO4-68	796,000	931-28	***
				NO7-24	39,000	936-08	20,000

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

936-13  
937-13  
937-13  
ITEM NUMBER  
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THIS IS THE  
C20-46  
C30-46

STATE LISTING OF SOLICITED ITEMS

SPO600-98-B-6000-

ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED	ITEM NUMBER	QUANTITY REQUIRED
----- TEXAS -----					
936-13	100.000				
937-13	108.900				
937-24	124.000				
937-28	***				
940-08	80.000				
940-13	60.000				
943-13	560.000				
943-13A	560.000				
943-24	1,100.000				
943-28	***				
946-13	460.000				
946-24	750.000				
946-28	***				
946-34	5,750.000				
946-34A	5,750.000				
949-13	190.000				
949-24	245.000				
949-28	***				
953-13	305.000				
953-24	500.000				
953-28	***				
960-13	400.000				
960-24	415.000				
960-28	***				
----- WYOMING -----					
N70-24	100.000				
N70-28	***				
N70-67	68.000				
N70-68	92.000				
N80-24	150.000				
N80-28	***				
N80-46	135.000				
N80-67	90.000				
N80-68	30.000				
N90-24	750.000				
N90-67	150.000				
N90-68	475.000				
N90-88	32.000				
N90-94	600.000				
475-13	555.000				
475-24	60.000				
475-28	***				
965-12	60.000				
965-24	42.000				
965-28	***				
970-12	760.000				

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

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

ITEM	CODE	LOCATION	STATE	GALLONS	BAS REF
B10	24/28	AURORA	CO	150,000	0.6784
B11	24/28	AURORA	CO	100,000	0.6784
755	12	AURORA	CO	160,000	0.7267
755	13	AURORA	CO	135,000	0.6486
755	19/26	AURORA	CO	150,000	0.7074
756	83	AURORA	CO	270,000	0.6486
10	12	AVONDALE	CO	304,780	0.7267
10	24/28	AVONDALE	CO	222,330	0.6224
760	12	COLORADO SPRINGS	CO	60,000	0.7267
760	13	COLORADO SPRINGS	CO	30,000	0.6486
760	19/26	COLORADO SPRINGS	CO	30,000	0.7074
760	83	COLORADO SPRINGS	CO	450,000	0.6486
20	13	COMMERCE CITY	CO	122,000	0.6486
20	24/28	COMMERCE CITY	CO	118,000	0.6784
B31	24/28	DENVER	CO	240,000	0.6784
B31	67	DENVER	CO	810,000	0.7267
B31	68	DENVER	CO	900,000	0.6486
B32	24/28	DENVER	CO	120,000	0.6784
B33	68	DENVER	CO	36,000	0.6486
B40	22/27	ESTES PARK	CO	180,000	0.758
B40	67	ESTES PARK	CO	45,000	0.7267
B40	68	ESTES PARK	CO	45,000	0.6486
765	83	FALCON AFB	CO	90,000	0.6486
B45	22/27	FLORENCE	CO	102,000	0.709
B45	68	FLORENCE	CO	88,500	0.6486
35	12	FT. CARSON	CO	315,000	0.7267
35	121	FT. CARSON	CO	225,000	0.7267
35	13	FT. CARSON	CO	240,000	0.6486
35	131	FT. CARSON	CO	156,000	0.6486
35	24/28	FT. CARSON	CO	375,000	0.6784
35	46	FT. CARSON	CO	100,000	0.6683
36	12	FT. CARSON	CO	30,000	0.7267
36	13	FT. CARSON	CO	30,000	0.6486
B55	24/28	GRAND JUNCTION	CO	144,000	0.6224
B60	22/27	GRAND LAKE	CO	60,000	0.709
B60	67	GRAND LAKE	CO	66,000	0.7267
B60	68	GRAND LAKE	CO	66,000	0.6486
768	12	GREELEY	CO	300,000	0.7267
768	13	GREELEY	CO	300,000	0.6486
B70	24/28	LAKEWOOD	CO	135,000	0.6784
B73	24/28	LITTLETON	CO	43,000	0.6784
B75	24/28	MESA VERDE	CO	79,500	0.7191
780	13	PETERSON AFB	CO	450,000	0.6486
780	19/26	PETERSON AFB	CO	350,000	0.7074
50	24/28	TRINIDAD	CO	33,750	0.6457
50	46	TRINIDAD	CO	60,000	0.6859
785	12	USAF ACADEMY	CO	300,000	0.7267
785	13	USAF ACADEMY	CO	300,000	0.6486

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

785	19/26	USAF ACADEMY	CO	450,000	0.7074
785	46	USAF ACADEMY	CO	1,600,000	0.6683
60	13	CONCORDIA	KS	60,000	0.5719
65	12	FT. LEAVENWORTH	KS	72,000	0.6415
65	13	FT. LEAVENWORTH	KS	90,000	0.5719
65	24/28	FT. LEAVENWORTH	KS	450,000	0.5606
65	34	FT. LEAVENWORTH	KS	42,000	0.5659
71	12	FT. RILEY	KS	552,000	0.6415
71	13	FT. RILEY	KS	864,000	0.5719
71	24/28	FT. RILEY	KS	1,230,000	0.5606
72	12	FT. RILEY	KS	40,000	0.6415
72	13	FT. RILEY	KS	120,000	0.5719
C20	24/28	HUTCHIINSON	KS	66,000	0.5606
80	13	HUTCHIINSON	KS	40,000	0.5719
85	12	IOLA	KS	9,000	0.6415
85	13	IOLA	KS	50,000	0.5719
C30	67	KANSAS CITY	KS	40,000	0.6415
C30	68	KANSAS CITY	KS	80,000	0.5719
C40	24/28	LEAVENWORTH	KS	85,000	0.5606
C40	67	LEAVENWORTH	KS	15,000	0.6415
C40	68	LEAVENWORTH	KS	30,000	0.5719
C41	19/26	LEAVENWORTH	KS	50,000	0.6153
95	12	MANHATTAN	KS	20,000	0.6415
95	13	MANHATTAN	KS	45,000	0.5719
790	12	MCCONNELL AFB	KS	320,000	0.6415
790	13	MCCONNELL AFB	KS	200,000	0.5719
790	24/28	MCCONNELL AFB	KS	320,000	0.5606
790	46	MCCONNELL AFB	KS	300,000	0.5659
100	13	SABETHA	KS	30,000	0.5719
C45	24/28	SALINA	KS	48,000	0.5606
C50	24/28	SHAWNEE MISSION	KS	180,000	0.5606
C50	68	SHAWNEE MISSION	KS	60,000	0.5719
C60	24/28	SHAWNEE MISSION	KS	180,000	0.5606
C60	68	SHAWNEE MISSION	KS	138,000	0.5719
110	13	TOPEKA	KS	30,000	0.5719
800	12	TOPEKA	KS	75,000	0.6415
800	24/28	TOPEKA	KS	42,000	0.5606
C70	24/28	WICHITA	KS	123,000	0.5606
C71	24/28	WICHITA	KS	72,000	0.5606
C72	24/28	WICHITA	KS	72,000	0.5606
120	12	ASHLAND	NE	60,000	0.649
120	13	ASHLAND	NE	15,000	0.5772
D20	24/28	CHADRON	NE	30,000	0.5825
D30	24/28	CLAY CENTER	NE	300,000	0.5694
D30	68	CLAY CENTER	NE	150,000	0.5772
D30	70	CLAY CENTER	NE	225,000	0.5664
805	12	ELKHORN	NE	50,700	0.649
127	12	HASTINGS	NE	60,000	0.649
127	13	HASTINGS	NE	15,000	0.5772

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

D60	24/28	LINCOLN	NE	96,000	0.5694
810	12	LINCOLN	NE	48,000	0.649
810	13	LINCOLN	NE	45,000	0.5772
810	24/28	LINCOLN	NE	54,000	0.5694
146	12	MEAD	NE	75,000	0.649
815	12	OFFUTT AFB	NE	2,050,000	0.649
815	24/28	OFFUTT AFB	NE	630,000	0.5694
D80	24/28	OMAHA	NE	96,000	0.5694
D81	24/28	OMAHA	NE	144,000	0.5694
D81	67	OMAHA	NE	124,000	0.649
D81	68	OMAHA	NE	236,000	0.5772
D82	24/28	OMAHA	NE	72,000	0.5694
D83	24/28	OMAHA	NE	104,000	0.5694
145	13	YORK	NE	80,000	0.5772
E05	24/28	ALAMOGORDO	NM	141,000	0.6872
150	13	ALAMOGORDO	NM	150,000	0.6873
150	24/28	ALAMOGORDO	NM	300,000	0.6872
E10	68	ALBUQUERQUE	NM	78,000	0.6859
E11	68	ALBUQUERQUE	NM	240,000	0.6859
E12	68	ALBUQUERQUE	NM	110,000	0.6859
820	12	CANNON AFB	NM	135,000	0.7634
820	13	CANNON AFB	NM	526,000	0.6859
820	24/28	CANNON AFB	NM	420,000	0.6457
E25	24/28	CARLSBAD	NM	60,000	0.6872
E35	24/28	CROWNPOINT	NM	45,000	0.7191
E36	68	CROWNPOINT	NM	90,000	0.6778
E37	461	CROWNPOINT	NM	1,350,000	0.6778
E37	462	CROWNPOINT	NM	280,000	0.6778
E38	46	CROWNPOINT	NM	450,000	0.6778
E39	46	CROWNPOINT	NM	216,000	0.6778
E45	46	CRYSTAL	NM	60,000	0.6778
E51	46	CUBA	NM	126,000	0.6859
E53	24/28	DEMING	NM	253,000	0.6872
E55	68	DULCE	NM	52,500	0.6778
E60	19/26	FARMINGTON	NM	37,500	0.7636
E60	68	FARMINGTON	NM	487,500	0.6778
E61	46	FARMINGTON	NM	150,000	0.6778
E62	24/28	FARMINGTON	NM	130,000	0.7191
E65	46	GALLUP	NM	88,000	0.6778
E70	46	GRANTS	NM	75,000	0.6778
825	13	HOLLOMAN AFB	NM	720,000	0.6873
825	13A	HOLLOMAN AFB	NM	720,000	0.6873
825	24/28	HOLLOMAN AFB	NM	800,000	0.6872
830	13	KIRKLAND AFB	NM	1,003,000	0.6859
830	13A	KIRKLAND AFB	NM	501,500	0.6859
830	24/28	KIRKLAND AFB	NM	1,389,000	0.7111
E85	24/28	LAS CRUCES	NM	120,000	0.6872
E85	68	LAS CRUCES	NM	36,000	0.6873
E86	68	LAS CRUCES	NM	30,000	0.6873

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

E87	24/28	LAS CRUCES	NM	303,000	0.6872
E88	24/28	LAS CRUCES	NM	120,000	0.6872
F11	24/28	LOS ALAMOS	NM	600,000	0.6457
F11	68	LOS ALAMOS	NM	225,000	0.6859
F11	70	LOS ALAMOS	NM	300,000	0.6859
F20	46	MARIANO LAKE	NM	330,000	0.6778
166	24/28	MATES	NM	45,000	0.6872
F30	19/26	MESCALERO	NM	147,000	0.7366
F30	24/28	MESCALERO	NM	48,000	0.6872
F30	68	MESCALERO	NM	162,000	0.6873
F40	24/28	RAMAH	NM	36,000	0.6457
F40	67	RAMAH	NM	19,500	0.7634
F40	68	RAMAH	NM	60,000	0.6859
170	24/28	ORO GRANDE	NM	120,000	0.6872
F50	68	SHIPROCK	NM	330,000	0.6778
F51	46	SHIPROCK	NM	72,000	0.6778
F60	19/26	SOCORRO	NM	40,000	0.6874
F60	24/28	SOCORRO	NM	60,000	0.6457
F60	68	SOCORRO	NM	280,000	0.6859
F61	68	SOCORRO	NM	90,000	0.6859
190	12	SOCORRO	NM	125,000	0.7634
190	13	SOCORRO	NM	350,000	0.6859
190	24/28	SOCORRO	NM	600,000	0.6457
F70	46	TOADLENA	NM	840,000	0.6778
195	13	WHITE SANDS MISSILE RANGE	NM	750,000	0.6873
195	13A	WHITE SANDS MISSILE RANGE	NM	750,000	0.6873
195	24/28	WHITE SANDS MISSILE RANGE	NM	2,000,000	0.6872
G10	46	BELCOURT	ND	300,000	0.631
G11	19/26	BELCOURT	ND	165,000	0.5992
G11	24/28	BELCOURT	ND	96,000	0.5992
G11	46	BELCOURT	ND	450,000	0.631
G11	68	BELCOURT	ND	52,500	0.631
201	12	BISMARCK	ND	60,000	0.6629
205	12	DEVILS LAKE	ND	145,000	0.6629
205	13	DEVILS LAKE	ND	285,000	0.5937
840	12	FARGO	ND	100,000	0.6629
840	13	FARGO	ND	20,000	0.5937
840	24/28	FARGO	ND	75,000	0.5941
840	43	FARGO	ND	40,000	0.6629
G20	46	FORT YATES	ND	260,000	0.5937
G21	241/281	FORT YATES	ND	30,000	0.5941
G21	242/282	FORT YATES	ND	90,000	0.5941
G21	243/283	FORT YATES	ND	36,000	0.5941
G21	46	FORT YATES	ND	270,000	0.5937
G21	67	FORT YATES	ND	75,000	0.6629
G21	68	FORT YATES	ND	90,000	0.5937
859	12	GRAND FORKS AFB	ND	800,000	0.6629
859	24/28	GRAND FORKS AFB	ND	600,000	0.5941
859	32	GRAND FORKS AFB	ND	300,000	0.5978

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

859	46	GRAND FORKS AFB	ND	1,000,000	0.5937
866	24/28	GRAND FORKS AFB	ND	30,000	0.5941
866	34	GRAND FORKS AFB	ND	750,000	0.5937
215	12	GRAND FORKS AFB	ND	30,000	0.6629
G30	46	HALLIDAY	ND	135,000	0.631
G40	46	HALLIDAY	ND	80,000	0.631
G51	68	MANDAREE	ND	45,000	0.631
875	12	MINOT AFB	ND	900,000	0.7235
875	13	MINOT AFB	ND	300,000	0.631
875	24/28	MINOT AFB	ND	900,000	0.5992
875	341	MINOT AFB	ND	30,000	0.631
875	342	MINOT AFB	ND	150,000	0.631
875	343	MINOT AFB	ND	900,000	0.631
G60	46	NEW TOWN	ND	30,000	0.631
G61	46	NEW TOWN	ND	30,000	0.631
G70	24/28	PRAIREWOOD	ND	65,000	0.5941
G80	24/28	ROSEGLEN	ND	60,000	0.5992
G80	461	ROSEGLEN	ND	30,000	0.631
G80	462	ROSEGLEN	ND	216,000	0.631
G80	68	ROSEGLEN	ND	30,000	0.631
885	12	ALTUS AFB	OK	230,000	0.6281
885	13	ALTUS AFB	OK	280,000	0.5621
885	24/28	ALTUS AFB	OK	280,000	0.5504
255	13	BRAGGS	OK	270,000	0.5621
H10	24/28	EL RENO	OK	210,000	0.5504
H10	68	EL RENO	OK	150,000	0.5621
H11	24/28	EL RENO	OK	40,000	0.5504
H11	68	EL RENO	OK	40,000	0.5621
265	13	FT. SILL	OK	325,000	0.5621
265	13A	FT. SILL	OK	325,000	0.5621
265	24/28	FT. SILL	OK	1,100,000	0.5504
H20	28	INDIAHOMA	OK	84,000	0.5504
273	13	MCALESTER	OK	1,016,000	0.5621
273	13A	MCALESTER	OK	508,000	0.5621
273	24/28	MCALESTER	OK	475,000	0.5504
H40	19/26	OKLAHOMA CITY	OK	45,000	0.5863
H40	67	OKLAHOMA CITY	OK	45,000	0.6281
895	13	OKLAHOMA CITY	OK	65,000	0.5621
895	24/28	OKLAHOMA CITY	OK	40,000	0.5504
899	13	TINKER AFB	OK	1,560,000	0.5621
899	13A	TINKER AFB	OK	780,000	0.5621
899	24/28	TINKER AFB	OK	720,000	0.5504
903	13	TULSA	OK	70,000	0.5571
903	24/28	TULSA	OK	70,000	0.5485
906	12	VANCE AFB	OK	140,000	0.6281
906	13	VANCE AFB	OK	78,000	0.5621
906	24/28	VANCE AFB	OK	190,000	0.5504
J10	46	ALLEN	SD	128,000	0.6625
J10	67	ALLEN	SD	60,000	0.7526

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

J20	24/28	BADLANDS NATL PARK	SD	60,000	0.6444
J20	68	BADLANDS NATL PARK	SD	60,000	0.6625
J30	46	EAGLE BUTTE	SD	90,000	0.5836
J31	24/28	EAGLE BUTTE	SD	303,000	0.5781
J31	46	EAGLE BUTTE	SD	500,000	0.5836
J31	67	EAGLE BUTTE	SD	45,000	0.6502
J31	68	EAGLE BUTTE	SD	150,000	0.5836
912	12	ELLSWORTH AFB	SD	525,000	0.7526
912	13	ELLSWORTH AFB	SD	525,000	0.6625
912	24/28	ELLSWORTH AFB	SD	700,000	0.6444
912	32	ELLSWORTH AFB	SD	200,000	0.7526
J35	70	FLANDREAU	SD	75,000	0.5836
J40	24/28	FORT MEADE	SD	60,000	0.6444
J40	46	FORT MEADE	SD	2,400,000	0.6625
J50	461	FORT THOMPSON	SD	45,000	0.5836
J50	462	FORT THOMPSON	SD	45,000	0.5836
J50	68	FORT THOMPSON	SD	30,000	0.5836
J60	46	HOT SPRINGS	SD	725,000	0.6625
J61	68	HOT SPRINGS	SD	50,000	0.6625
J80	19/26	KYLE	SD	360,000	0.6868
J90	46	LOWER BRULE	SD	150,000	0.5836
K01	46	MISSION	SD	120,000	0.6625
K05	24/28	NEMO	SD	30,000	0.6444
K10	46	OGLALA	SD	180,000	0.6625
K20	46	PIERRE	SD	85,000	0.5836
K30	461	PINE RIDGE	SD	30,000	0.6625
K30	462	PINE RIDGE	SD	120,000	0.6625
K31	46	PINE RIDGE	SD	427,000	0.6625
K32	46	PINE RIDGE	SD	320,000	0.6625
K33	24/28	PINE RIDGE	SD	210,000	0.6444
K33	67	PINE RIDGE	SD	105,000	0.7526
K33	68	PINE RIDGE	SD	105,000	0.6625
K34	19/26	PINE RIDGE	SD	360,000	0.6868
K35	24/28	PINE RIDGE	SD	133,000	0.6444
K50	46	ROSEBUD	SD	100,000	0.6625
K51	46	ROSEBUD	SD	60,000	0.6625
K52	46	ROSEBUD	SD	240,000	0.6625
K61	46	SIOUX FALLS	SD	250,000	0.5836
915	12	SIOUX FALLS	SD	60,000	0.6502
915	13	SIOUX FALLS	SD	36,000	0.5836
915	24/28	SIOUX FALLS	SD	45,000	0.5781
K70	46	SISSETON	SD	60,000	0.5836
K90	46	WAGNER	SD	63,000	0.5836
305	13	AUSTIN	TX	140,000	0.5382
305	24/28	AUSTIN	TX	35,000	0.5474
L33	24/28	BASTROP	TX	56,000	0.5474
L33	68	BASTROP	TX	15,000	0.5382
310	13	BASTROP	TX	80,000	0.5382
L37	24/28	BEAUMONT	TX	35,000	0.534

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

L37	68	BEAUMONT	TX	50,000	0.5272
L37	94	BEAUMONT	TX	50,000	0.5272
L43	24/28	BIG BEND NATL PARK	TX	90,000	0.6872
L43	68	BIG BEND NATL PARK	TX	30,000	0.6873
L45	19/26	BIG SPRING	TX	46,000	0.637
L45	68	BIG SPRING	TX	25,000	0.5835
L72	24/28	BRACKETVILLE	TX	225,000	0.5372
921	13	BROOKS AFB	TX	75,000	0.5349
921	24/28	BROOKS AFB	TX	200,000	0.5372
315	13	BROWNWOOD	TX	40,000	0.5398
316	13	BROWNWOOD	TX	70,000	0.5398
L44	19/26	BRYAN	TX	32,000	0.5852
L48	24/28	CARRIZO SPRINGS	TX	225,000	0.5303
L53	24/28	COMSTOCK	TX	125,000	0.5372
L58	22/27	CORPUS CHRISTI	TX	72,000	0.6265
320	13	CORPUS CHRISTI	TX	30,000	0.5287
600	24	CORPUS CHRISTI	TX	504,000	0.5303
L63	68	DALLAS	TX	300,000	0.5398
L67	68	DALLAS	TX	90,000	0.5398
325	13	DALLAS	TX	30,000	0.5398
927	08	DALLAS	TX	45,000	0.5746
927	13	DALLAS	TX	210,000	0.5398
L70	24/28	DEL RIO	TX	450,000	0.5372
L70	68	DEL RIO	TX	125,000	0.5349
L73	68	DENTON	TX	30,000	0.5398
931	13	DYESS AFB	TX	640,000	0.5835
931	13A	DYESS AFB	TX	320,000	0.5835
931	24/28	DYESS AFB	TX	500,000	0.5933
L77	24/28	EAGLE PASS	TX	350,000	0.5372
L82	24/28	EL PASO	TX	1,195,000	0.7611
L82	68	EL PASO	TX	95,000	0.6873
L83	24/28	EL PASO	TX	576,000	0.7611
330	13	EL PASO	TX	50,000	0.6873
L86	24/28	FALFURRIAS	TX	144,000	0.5303
L91	08	FORT WORTH	TX	36,000	0.5746
345	13	FORT WORTH	TX	50,000	0.5398
335	24/28	FT. BLISS	TX	900,000	0.7611
340	13	FT. SAM HOUSTON	TX	500,000	0.5349
340	24/28	FT. SAM HOUSTON	TX	740,000	0.5372
346	13	FT. WORTH	TX	30,000	0.5398
L92	08	FORT WORTH	TX	60,000	0.5746
936	08	GARLAND	TX	20,000	0.5746
936	13	GARLAND	TX	100,000	0.5398
350	13	GATESVILLE	TX	150,000	0.5382
937	13	GOODFELLOW AFB	TX	108,900	0.5835
937	24/28	GOODFELLOW AFB	TX	124,000	0.5933
M13	24/28	HARLINGEN	TX	270,000	0.5303
M16	19/26	HEBRONVILLE	TX	180,000	0.5689
M27	08	HOUSTON	TX	300,000	0.56

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

M27	68	HOUSTON	TX	1,275,000	0.5256
M31	08	HOUSTON	TX	135,000	0.56
M32	08	HOUSTON	TX	180,000	0.56
M35	08	HOUSTON	TX	180,000	0.56
940	08	HOUSTON	TX	80,000	0.56
940	13	HOUSTON	TX	60,000	0.5256
640	24/28	INGLESIDE	TX	350,000	0.5303
640	68	INGLESIDE	TX	120,000	0.5287
943	13	KELLY AFB	TX	560,000	0.5349
943	13A	KELLY AFB	TX	560,000	0.5349
943	24/28	KELLY AFB	TX	1,100,000	0.5372
366	13	KILLEEN	TX	600,000	0.5382
366	13A	KILLEEN	TX	300,000	0.5382
366	24/28	KILLEEN	TX	2,000,000	0.5474
650	24/28	KINGSVILLE	TX	50,400	0.5303
651	24/28	KINGSVILLE	TX	21,600	0.5303
M50	24/28	LA TUNA	TX	80,000	0.7611
M50	68	LA TUNA	TX	25,000	0.6873
946	13	LACKLAND AFB	TX	460,000	0.5349
946	24/28	LACKLAND AFB	TX	750,000	0.5372
946	34	LACKLAND AFB	TX	11,500,000	0.5275
946	34A	LACKLAND AFB	TX	5,750,000	0.5275
M45	19/26	LAREDO	TX	600,000	0.5689
M47	19/26	LAREDO	TX	216,000	0.5689
949	13	LAUGHLIN AFB	TX	190,000	0.5349
949	24/28	LAUGHLIN AFB	TX	245,000	0.5372
M62	24/28	LOS FRESNOS	TX	97,500	0.5303
M60	24/28	LOS FRESNOS	TX	180,000	0.5303
M60	68	LOS FRESNOS	TX	180,000	0.5287
375	13	LUBBOCK	TX	75,000	0.5982
M66	24/28	MARFA	TX	255,000	0.6872
M66	68	MARFA	TX	150,000	0.6873
381	13	MARSHALL	TX	60,000	0.5496
M69	24/28	MCALLEN	TX	360,000	0.5303
M73	24/28	MERCEDES	TX	75,000	0.5303
M73	68	MERCEDES	TX	60,000	0.5287
M77	24/28	MIDLAND	TX	60,000	0.5933
385	13	MINERAL WELLS	TX	65,000	0.5398
M80	24/28	ODESSA	TX	60,000	0.5933
M81	24/28	ODESSA	TX	65,000	0.5933
395	13	POWDERLY	TX	65,000	0.5496
M84	24/28	PRESIDIO	TX	90,000	0.6872
953	13	RANDOLPH AFB	TX	305,000	0.5349
953	24/28	RANDOLPH AFB	TX	500,000	0.5372
M93	08	RICHARDSON	TX	100,000	0.5746
M95	24/28	RIO GRANDE CITY	TX	130,000	0.5303
415	13	SAGINAW	TX	45,000	0.5398
M99	24/28	SAN ANGELO	TX	200,000	0.5933
N04	24/28	SAN ANTONIO	TX	211,500	0.5372

BASE REFERENCE PRICES FOR 08 DECEMBER 1997

N04	68	SAN ANTONIO	TX	753,000	0.5349
405	13	SAN ANTONIO	TX	30,000	0.5349
406	13	SAN ANTONIO	TX	250,000	0.5349
406	24/28	SAN ANTONIO	TX	150,000	0.5372
N10	68	SAN MARCOS	TX	120,000	0.5382
N07	24/28	SANDERSON	TX	39,000	0.6872
N13	07	SEAGOVILLE	TX	46,500	0.6131
960	13	SHEPPARD AFB	TX	400,000	0.5656
960	24/28	SHEPPARD AFB	TX	415,000	0.5835
N22	19/26	TEMPLE	TX	40,000	0.5852
425	13	TEMPLE	TX	30,000	0.5382
N25	24/28	TEXARKANA	TX	63,000	0.5558
N25	68	TEXARKANA	TX	30,000	0.5496
430	13	TEXARKANA	TX	170,000	0.5496
430	24/28	TEXARKANA	TX	153,000	0.5558
431	13	TEXARKANA	TX	596,000	0.5496
431	13A	TEXARKANA	TX	596,000	0.5496
431	24/28	TEXARKANA	TX	800,000	0.5558
N30	24/28	THREE RIVERS	TX	120,000	0.5303
N30	68	THREE RIVERS	TX	60,000	0.5287
L71	24/28	UVALDE	TX	225,000	0.5372
440	13	WACO	TX	50,000	0.5382
N45	24/28	WESLACO	TX	147,000	0.5303
965	12	CHEYENNE	WY	60,000	0.7932
965	24/28	CHEYENNE	WY	42,000	0.6726
970	12	F. E. WARREN	WY	760,000	0.7932
475	13	GUERNSEY	WY	555,000	0.6954
475	24/28	GUERNSEY	WY	60,000	0.6726
N70	24/28	MIDWEST	WY	100,000	0.7134
N70	67	MIDWEST	WY	68,000	0.8166
N70	68	MIDWEST	WY	92,000	0.6999
N80	24/28	MOOSE	WY	150,000	0.7521
N80	46	MOOSE	WY	135,000	0.7919
N80	67	MOOSE	WY	90,000	0.9052
N80	68	MOOSE	WY	30,000	0.8138
N90	24	YELLOWSTONE NATL PARK	WY	750,000	0.7019
N90	67	YELLOWSTONE NATL PARK	WY	150,000	0.8107
N90	68	YELLOWSTONE NATL PARK	WY	475,000	0.6954
N90	88	YELLOWSTONE NATL PARK	WY	32,000	0.8107
N90	94	YELLOWSTONE NATL PARK	WY	600,000	0.6954

**F.O.B.  
DESTINATION**

**DATA SHEET**

SP0600-98-B-6000

**FOR THE EVALUATION PREFERENCE**  
To be completed by SDBs only  
and in accordance with Clause I174.01.  
(For DoD Items Only)

**IMPORTANT:** All small disadvantaged businesses that wish to be eligible for the evaluation preference on the unrestricted portion of this solicitation must provide the following information with the bid. Failure to do so may render the bid ineligible for the evaluation preference.

COMPANY NAME:	BASE REFERENCE DATE (SEE CLAUSE B19.19): <b>December 8, 1997</b>
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BIDDER CODE:	CAGE CODE:
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- ° Bid prices should exclude Federal excise and state motor fuel taxes. (See Clause I28.01, I28.02-2, and I28.03-2).
- ° DO NOT INCLUDE the Hazardous Substance Superfund Tax (.0023 per gallon) in your bid price. This tax expired on January 1, 1996.
- ° Any general statement such as "bid price includes all taxes" will result in your bid being rejected as nonresponsive.
- ° Understand Clause B19.19 before preparing your bid. This clause describes how award prices fluctuate during the contract period.

**\*\*\*\*\* PLEASE INITIAL ALL CORRECTIONS, ERASURES, AND WHITE-OUTS. \*\*\*\*\***

ITEM NO.	BID PRICE (\$ PER GAL) (SEE CL L44)	DISCOUNT % PER CL 14 & 15	NAME AND COMPLETE ADDRESS OF THE SMALL MANUFACTURER/REFINERY	POINT OF CONTACT AND PHONE NO.	NAME AND COMPLETE ADDRESS OF THE FILLING POINT (if different from refinery)

DFSC Form 2.16 (For Domestic IFBs)  
Jan 93. Supersedes May 91 version.

**FOR SMALL DISADVANTAGED BUSINESSES ONLY**





**SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (CONTINUED)**

**PART III - SUBCONTRACTING PLAN MANAGEMENT:**

Offeror certifies that the following procedures regarding management of this Subcontracting Plan are enacted:  
(Indicate acknowledgment and compliance by annotating "X" in appropriate blocks.)

- A. Contractor will assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation for bids, quantities, specifications, and delivery schedules so as to facilitate participation by such concerns.
- B. Contractor will make reasonable effort to give all small business and small disadvantaged business concerns an opportunity to compete over a period of time, where lists of potential subcontractors are excessively long.
- C. Contractor will provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.
- D. Contractor will counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.
- E. Contractor will provide notice to subcontractors concerning penalties for misrepresentation of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in this Plan.
- F. Contractor will ensure that the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (Latest Revision) contained in referenced solicitation, will be included in all subcontracts that offer further subcontracting opportunities, and that all large business subcontractors receiving a subcontract in excess of \$500,000 will adopt a plan similar to this Plan.
- G. Contractor will cooperate in any studies or surveys as may be required.
- H. Contractor will submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with this Subcontracting Plan.
- I. Contractor will submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms.
- J. Contractor will ensure that subcontractors agree to submit Standard Forms 294 and 295.
- K. Contractor will maintain the following types of records to demonstrate procedures that have been adopted to comply with the requirements and goals in this Plan:
  - 1. Source lists, guides, and other data that identify small and small disadvantaged business concerns;
  - 2. Organizations contacted in an attempt to locate sources that are small or small disadvantaged concerns;
  - 3. For each subcontract solicitation resulting in an award of more than \$100,000 --
    - a. Indication whether small business concerns were solicited, and if not, why not;
    - b. Indication whether small disadvantaged concerns were solicited, and if not, why not;
    - c. If applicable, the reason award was not made to a small business concern;
  - 4. Any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small and small disadvantaged business sources.
  - 5. Internal guidance and encouragement provided to buyers through (a) workshops, seminars, training, etc., and (b) monitoring performance to evaluate compliance with the program's requirements.
  - 6. On a contract-by-contract basis, supporting information for award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor.

**PART IV OFFEROR'S SIGNATURE:**

TYPED NAME  
TITLE

DATE

**PART V DETERMINATION OF ADEQUACY/APPROVAL:**

Check if determined INADEQUATE.  
(Rationale and areas requiring revision attached.)

Contracting Officer \_\_\_\_\_ Date \_\_\_\_\_

Division Chief \_\_\_\_\_ Date \_\_\_\_\_  
(Approval required for "zero" goal)

**CONCURRENCE WITH DETERMINATION:**  
(If nonconcurrence, see attached rationale)

DFSC DU \_\_\_\_\_ DATE \_\_\_\_\_

DFSC G \_\_\_\_\_ DATE \_\_\_\_\_

**REQUEST FOR ASSIGNMENT OF A COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE**  
*(See Instructions on Reverse)*

*Form Approved  
 OMB No. 0704-0225  
 Expires Apr 30, 1995*

Public reporting burden for this collection of information is estimated to average 7 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Paperwork Reduction Project (0704-0225), Washington, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to address on reverse.

**SECTION A - TO BE COMPLETED BY INITIATOR**

**1. REQUESTING GOVERNMENT AGENCY/ACTIVITY**

a. NAME		b. ADDRESS (Street, City, State and Zip Code)	
2. TYPE CODE REQUESTED (X one)	3. EXCEPTION CODES		
a. TYPE A	a. CAO		
b. TYPE F	b. ADP		

**2. INITIATOR**

a. TYPED NAME (Last, First, Middle Initial)	b. OFFICE SYMBOL	c. SIGNATURE	d. TELEPHONE NO.
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**SECTION B - TO BE COMPLETED BY FIRM TO BE CODED**

**1. FIRM**

a. NAME (Include Branch of, Division of, etc.)	b. ADDRESS (Street, City, State and Zip Code)
c. CAGE CODE (If previously assigned)	

**2. IF FIRM PREVIOUSLY OPERATED UNDER OTHER NAME(S) OR OTHER ADDRESS(ES) SPECIFY THE PREVIOUS NAME(S) AND/OR ADDRESS(ES) (Use separate sheet of paper, if necessary)**

**3. PARENT COMPANY AND AFFILIATED FIRMS (X one, and complete as applicable)**

a. NONE
b. CURRENTLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)
c. PREVIOUSLY AFFILIATED WITH OTHER FIRMS (List name(s) and address(es) of such firms on a separate sheet of paper)

4. PRIMARY BUSINESS CATEGORY (X one)	a. MANUFACTURER	5. DISADVANTAGED SMALL BUSINESS STATUS (X one)	6. NUMBER OF EMPLOYEES	
	b. DEALER/DISTRIBUTOR			
	c. CONSTRUCTION FIRM			
	d. SERVICE COMPANY			
	e. SALES OFFICE			
	f. OTHER (Specify)			
	a. APPROVED BY SMALL BUSINESS ADMINISTRATION (SBA) FOR SECTION 8(e) PROGRAM	7. WOMAN OWNED BUSINESS (X one)		
	b. OTHER DISADVANTAGED SMALL BUSINESS FIRM		a. YES	b. NO
	c. NOT DISADVANTAGED SMALL BUSINESS FIRM		8. STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE(S)	
		a. PRIMARY		
		b. OTHER (Specify)		

**9. REMARKS**

**10. FIRM OFFICIAL**

a. TYPED NAME (Last, First, Middle Initial)	b. DATE SIGNED (YYMMDD)	c. SIGNATURE	d. TELEPHONE NO.
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