

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 11	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE April 21, 2009		4. REQUISITION/PURCHASE REQ. NO. SC0600-09-0500 / 0502	
5. PROJECT NO. (If applicable)		6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL - GLENN A. ROWINSKI / DESC-BFB PHONE - (703) 767-9311		7. ADMINISTERED BY (If other than Item 6) CODE SC0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		X		9a. AMENDMENT OF SOLICITATION NO. SP0600-09-R-0033	
				9b. DATED (SEE ITEM 11) January 27, 2009	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10a.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..)					
SEE PAGES 2 THROUGH 11.					
Except as provided herein, all terms and conditions of the document referenced in Item 9a. or 10a., as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOHN R. WALKER		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

1. The changes set forth herein are incorporated into Solicitation SP0600-09-R-0033.
2. Reference Clause **B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001)**. Note the quantity and mode of transportation changes to requirements as cited below:
 - a. Page A-13, CLIN 0301, DFSP Rota, Delete Pipe Mode of Delivery.
 - b. Page A-13, CLIN 0302, DFSP Rota, Delete Pipe Mode of Delivery.
 - c. Page A-6, Paragraph 2, Total Estimated Quantity for F-76: Decrease from 90,830,000 USG to 67,000,000 USG.
 - d. Page A-6, Paragraph 2, CLIN 0001, DFSP Rota, Quantity is reduced by 19,350,000 USG from 49,350,000 USG to 30,000,000 USG.
 - e. Page A-6, Paragraph 2, CLIN 0002, DFSP Souda Bay, Quantity is reduced by 4,480,000 USG from 39,480,000 USG to 35,000,000 USG.
 - f. Page A-8, Paragraph 2, Total Estimated Quantity for JA1: Increase from 231,625,000 USG to 251,625,000 USG.
 - g. Page A-8, Paragraph 2, CLIN 0201, DFSP CEPS, Quantity is increased by 13,000,000 USG from 150,325,000 USG to 163,325,000 USG.
 - h. Page A-9, Paragraph 2, CLIN 0204, Ramstein AFB, Quantity is increased by 10,000,000 USG from 115,000,000 USG to 125,000,000 USG.
 - i. Page A-9, Paragraph 2, CLIN 0205, Spangdahlem AFB, Quantity is decreased by 3,000,000 USG from 32,000,000 USG to 35,000,000 USG.
 - j. Page A-10, Paragraph 2, CLIN 0206, N. Italian Pipeline System (NIPS), Quantity is increased by 1,000,000 USG from 21,500,000 USG to 22,500,000 USG.
 - k. Page A-10, Paragraph 2, CLIN 0209, Aviano AB, Quantity is increased by 1,000,000 USG from 21,500,000 USG to 22,500,000 USG.
 - l. Page A-11, Paragraph 2, CLIN 0208, DFSP GPSS, Quantity is increased by 6,000,000 USG from 59,800,000 USG to 65,800,000 USG.
 - m. Page A-12, Paragraph 2, CLIN 0210, RAF Lakenheath, Quantity is increased by 6,000,000 USG from 24,000,000 USG to 30,000,000 USG.
 - n. Page A-13, Paragraph 2, Total Estimated Quantity for JP8: Increase from 227,740,000 USG to 233,000,000 USG.
 - o. Page A-13, Paragraph 2, CLIN 0301, DFSP Rota, Quantity is increased by 1,000,000 USG from 62,000,000 USG to 63,000,000 USG.
 - p. Page A-13, Paragraph 2, CLIN 0303, DFSP Moron, Quantity is increased by 1,000,000 USG from 9,000,000 USG to 10,000,000 USG.
 - q. Page A-14 Paragraph 2, CLIN 0304 TNPS-East, Quantity is increased by 3,500,000 USG from 156,500,000 USG to 160,000,000 USG.
 - r. Page A-14, Paragraph 2, CLIN 0305, Camp Diamondback, Quantity is increased by 1,000,000 USG from 20,000,000 USG to 21,000,000 USG.
 - s. Page A-14, Paragraph 2, CLIN 0306, QWEST, Quantity is decreased by 5,000,000 USG from 30,000,000 USG to 25,000,000 USG.
 - t. Page A-15, Paragraph 2, CLIN 0307, Kirkuk, Quantity is increased by 1,000,000 USG from 13,000,000 USG to 14,000,000 USG.
 - u. Page A-15, Paragraph 2, CLIN 0309, Incirlik AB, Quantity is increased by 6,500,000 USG from 80,000,000 USG to 86,500,000 USG.
 - v. Page A-15, Paragraph 2, CLIN 0310, Lajes Field, Quantity is increased by 760,000 USG from 9,240,000 USG to 10,000,000 USG.

3. **Clause B19.34, ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC JUN 2005), Paragraph (f), TABLE**, p.p. A-19. Platts Gasoil 0.2 (100% FOB Med Basis Italy) is hereby removed as an acceptable escalator under this Solicitation. Platts will discontinue publishing this assessment the last business day of 2009. All offerors who submitted offers for F-76 using this escalator will be required to revise their offer using the Gasoil 0.1 (100% Cargoes CIF NWE Basis ARA) escalator.
4. **Clause I1.04, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2009)**, p.p. C-9 through C-12, is deleted in its entirety and replaced with **Clause I1.04, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2009)**, beginning on page 4 of this Amendment.
5. **Clause I1.05, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008)**, p.p. C-13 through C-14, is deleted in its entirety and replaced with **Clause I1.05, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)**, beginning on page 7 of this Amendment.
6. **Clause E22, LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC APR 2006)**, p.p. A-35 through A-37, is deleted in its entirety and replaced with **Clause E22, LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JAN 2009)**, beginning on page 9 of this Amendment.

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (FEB 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).
- (5) [RESERVED]
- (6) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-6.
 - (iii) Alternate II (Mar 2004) of 52.219-6.
- (7) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
- (8) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (9) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
- (10) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (11) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (12) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (Jun 2003) of 52.219-23.
- (13) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (16) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

Clause 11.04 (Cont.)

- (17) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- (18) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (19) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (20) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (22) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
- (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (25) (i) 52.222-54, Employment Eligibility Verification (Jan 2009) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
 - (ii) Alternate I (Aug 2007) of 52.222-50.
- (26) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (28) 52.223-16, IEEE 1680 Standard for the Government Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
- (29) 52.225-1, Buy American Act – Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (30) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).
 - (ii) Alternate I (Jan 2004) of 52.225-3.
 - (iii) Alternate II (Jan 2004) of 52.225-3.
- (31) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (32) 52.225-13, Restriction on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (35) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (37) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

Clause I1.04 (Cont.)

(38) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(39) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(40) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(41) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer shall check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (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) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(i), in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

Clause I1.04 (Cont.)

- (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Sep 2006) (38 U.S.C. 4212).
 - (v) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et. seq.).
 - (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - [] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (ix) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (x) 52.225-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
 - (xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(FAR 52.212-5)

I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement 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.

[X] (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (Jan 2009) (Section 847 of Pub. L. 110-181).

[X] (2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[] (3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

[] (4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

[] (5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

[] (6) 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

[] (7) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[] (8) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

[] (9) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

Clause 11.05 (Cont.)

- (10) 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (11) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13) (i) 252.225-7036, Buy American Act – Free Trade Agreements – Balance of Payments Program (JAN 2009) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - (ii) Alternate I (OCT 2006) of 252.225-7036.
- (14) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts).
- (16) 252.227-7015, Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (17) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (18) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (19) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (20) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (21) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (ii) Alternate I (MAR 2000) of 252.247-7023.
 - (iii) Alternate II (MAR 2000) of 252.247-7023.
 - (iv) Alternate III (MAY 2002) of 252.247-7023.
- (22) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JAN 2009)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES

(CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES

(OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Cyprus	200	Malaysia	300	Singapore	300
Africa	200 ¹	Egypt	400 ¹	Maldives	300	South America	110
Alaska	300	Europe (Continental)	200	Malta	200	South Korea	300
Antarctica	300	Georgia	200	Mauritius	200	Sri Lanka	300
Armenia	200	Greenland	200	Mexico	110	Syria	400
Ascension Island	110	Hawaiian Islands	300	Midway Island	300	Taiwan	300
Australia	300	Hong Kong	300	Mongolia	300	Tajikistan	400
Azerbaijan	200	Iceland	200	Myanmar	300	Thailand	300
Azores	200	India	300	Nepal	300	Turkey	200
Bahrain	400	Indonesia	300	New Zealand	300	Turkmenistan	400
Bangladesh	300	Ireland	200	North Korea	300	United Arab Emirates	400
Bermuda	110	Iran	400	Oman	400	United Kingdom	200
Bhutan	300	Iraq	400	Pacific Islands (Central & South)	300	Uzbekistan	400
Brunei	300	Israel	200	Pakistan	400	Vietnam	300
Cambodia	300	Japan	300	Papua New Guinea	300	Wake Island	300
Canada	110/120 ²	Jordan	400	Philippines	300	Yemen	400
Canary Island	200	Kazakhstan	400	Qatar	400		
Caribbean Islands	110	Kuwait	400	Russia	200		
Central America	110	Kyrgyzstan	400	Ryukus Islands, Japan	300		
Chagos Archipelago	300	Laos	300	Saudi Arabia	400		
China	300	Lebanon	400	Seychelles Is.	420		
Comoros	200	Madagascar	200				

Clause 11.05 (Cont.)

^[1] Except for Egypt, which is assigned to DESC Middle East (Code 400), all other countries in Africa fall under DESC Europe (Code 200).

^[2] The provinces of Manitoba, Ontario, Quebec, Newfoundland and Labrador, New Brunswick, Nova Scotia, and Prince Edward Island are assigned to DESC Americas East (Code 110). The rest of Canada falls under DESC Americas West (Code 120).

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas East³
ATTN: Quality Manager
Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883, ext. 162/161/160
FAX: (713) 718-3891
120. DESC Americas West³
ATTN: Quality Manager
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 241-2806/2807
FAX: (310) 241-2836
200. DESC Europe³
Mailing Address:
DESC Petroleum Lab
ATTN: Quality Manager
CMR 422
APO AE 09067-0422
[Location: Kaiserslautern, Germany]
Phone: 49-631-3406-2285/2286⁴
FAX: 49-631-3406-2289⁴
- Shipping Address:
DESC Petroleum Lab
ATTN: Quality Manager
Rhine Ordinance Barracks, Bldg 320
Am Opelkreisel
67663 Kaiserslautern, Germany
300. DESC Pacific³
ATTN: Quality Manager
1025 Quincy Avenue, Building 479, Suite 2000
Pearl Harbor, HI 96860-4512
Phone: (808) 473-4307/4287
FAX: (808) 473-4232
400. DESC Middle East³
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-17-85-4658/4665⁴
FAX: 973-17-85-4670⁴

Clause 11.05 (Cont.)

^[3] Designated location of the DESC Regional Quality Manager/Pre-Award Survey Monitor.

^[4] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)