

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30**

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER SP0600-08-0751	PAGE 1 OF 59
			5. SOLICITATION NUMBER SP0600-09-R-0300	6. SOLICITATION ISSUE DATE 02 Oct 08

7. FOR SOLICITATION INFORMATION CALL:	a. NAME MARIA Q. NG	b. TELEPHONE NUMBER (No collect calls) 210-925-6845	8. OFFER DUE DATE/ LOCAL TIME <b>30 Oct 08; 10:00AM</b>
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9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER (DESC-MK) BLDG 1621 1014 BILLY MITCHELL BLVD SAN ANTONIO, TX 78226-1859 MARIA Q. NG 210-925-6845 E-MAIL: maria.ng@dla.mil	CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS NAICS: <b>324110</b> SIZE STANDARD: <b>1,500</b>
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. DELIVER TO SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/ OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE COLUMBUS CENTER ATTN: DFAS/BVDFB (AEROSPACE ENERGY) P. O. BOX 182317 COLUMBUS, OH 43218-2317	CODE HQ0104
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUMMIT INVOICES TO ADDRESS SHOWN IN BLCOK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PART I, B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)  <i>(Use Reverse and/or Attach Additional Sheet as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" 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.
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	33d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	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		

PART I – SF 1449 CONTINUED

IMPORTANT NOTICES TO OFFERORS

1. This solicitation is for production, storage and distribution of Propellant, Rocket Grade Kerosene (RP-1 and RP-2), IAW MIL-DTL-25576E, dated 14 April 2006. The Defense Energy Support Center (DESC), Defense Logistics Agency (DLA), requires the offeror to provide all production, materials, supplies, management, tools, equipment and labor necessary for the manufacture of RP-1 and RP-2. DESC also requires Contractor furnished storage of bulk RP-1 and RP-1 and RP-2 drums.

The period of performance for the basic period is five-years beginning 1 Jan 2009 through 31 Dec 2013 with the first three months, 1 Jan through 31 Mar 2009, encompassing retrofit of production and storage facilities for RP-1/RP-2 capability, if First Article (FA) is required. Production, blending, storage, and distribution services and other ancillary services are anticipated to begin following (FA) Approval at least 30 days prior to initial contract schedule delivery requirements. If all options are exercised, the contract period will run through 31 Dec 2018. Product is to be delivered FOB Origin into Government provided tanker trucks, ISO-containers and Drums, unless storage and distribution is awarded with the production contract, then product is to be delivered FOB Origin into the contractor provided storage tank.

The contractor shall deliver the FA batch at least 30 days prior to initial contract schedule delivery requirements. The FA SubCLIN is a definite quantity of 6,000 gallons (unless waived) and any and all development costs for the production facility shall be included in this SubCLIN. To demonstrate that the offered production concept will be successful, the successful offeror will be required to submit pre-production samples of RP-1 and RP-2 no later than 14 days after contract award. The samples shall be produced from a facility (e.g. a pilot plant) utilizing the same process including the same materials of construction as proposed for the full-scale production facility. See the Clause entitled MANUFACTURING QUALIFICATION REQUIREMENTS.

2. The Government will award One Five (5) Year Fixed Price Requirements-Type Contract with Economic Price Adjustment (EPA), with five (5) one (1) year Option periods. All RP-1 and RP-2 product CLINs (0002, 0004, and 0005) will be adjusted using the Platts Oilgram Price Report as indicated in Clause B19.33.100 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE (RP-1 AND/OR RP-2). The EPA will not be applicable to First Article, Drumming Service CLIN, or the Monthly Facility Fee Service CLIN. Award is anticipated no later than 31 Dec 2008.

3. ALL OFFERORS MUST COMPLY WITH THE REQUIREMENTS LISTED IN CLAUSE L2.35.100 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY) (DESC SEP 2008) AND ALL OFFERS WILL BE EVALUATED IN ACCORDANCE WITH CLAUSE M2.14.100 EVALUATION - COMMERCIAL ITEMS (SEP 2008).

4. Approval for revisions to several clauses listed below are pending. We will issue an amendment to incorporate the clauses as soon as we obtain approval. The following clauses will be incorporated at a later date:

- E45.01.100 MANUFACTURING QUALIFICATION REQUIREMENTS (RP FUELS) (AEROSPACE ENERGY)
- L2.35.100 PROPOSAL FORMAT AND CONTENT (AEROSPACE ENERGY)
- M2.14.100 EVALUATION -- COMMERCIAL ITEMS (AEROSPACE ENERGY)

In addition, the following clauses are also being be updated and will be incorporated at a later time:

- B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY)
- I1.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS
- I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED RP-1 AEROSPACE ENERGY

5. A **Preproposal Conference** will be held on or about **15 Oct 2008, at 9 AM**, in the New Horizons Conference Room at Aerospace Energy offices, DESC-M, San Antonio, Texas. Please submit the names and titles of personnel who will be in attendance to the attention of Maria Ng (maria.ng@dla.mil). In addition, we ask that you submit any questions you may have regarding the RFP no later than 14 Oct 2008, 12:00 NOON our time.

6. Questions regarding Small Business or Small Disadvantage Business affairs should be addressed to Ms. Lula Manley of the DESC Small Business Office at 1-800-526-2601 or 703-767-9400.

## **SOLICITATION FORMAT**

### **PART I – SF 1449 CONTINUED**

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**SCHEDULE OF SUPPLIES/SERVICES**

**B1.09-2 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (AEROSPACE ENERGY) (DESC APR 2006)**

(a) This is an indefinite quantity contract for the purchase of supplies (and/or services, if applicable) to be furnished during the contract term. The delivery points, methods of delivery, and estimated quantities are specified in the Schedule as contract line item numbers (CLINs). The quantities shown are best estimates of required Government quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered/loaded may be greater than or less than such quantities as allowed by the VARIATION IN QUANTITY clause.

(b) The following provisions apply **ONLY** if the applicable box is checked:

(1)  This is a REQUIREMENTS-TYPE contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the DESC Contracting Officer during the contract period, all items awarded under this contract, as allowed by the REQUIREMENTS clause. A Blanket Delivery Order is considered "an order", for the purposes of this clause.

(2)  This is an INDEFINITE DELIVERY/INDEFINITE QUANTITY contract. The Government agrees to order from the Contractor and the Contractor shall deliver, if orders are placed by the Contracting Officer during the contract period, at least the quantity of supplies or services designated in the Schedule as the "minimum", as allowed by the INDEFINITE QUANTITY clause. A Blanket Delivery Order is considered "an order", for the purposes of this clause

(3)  Orders issued by the Ordering Officer at the destination location are considered extensions of the Blanket Delivery Order issued by the DESC Contracting Officer and, as such, may be issued orally, by facsimile or by electronic commerce methods, as allowed by the ORDERING clause.

(4)  The unit prices specified below shall be fixed for the term of the contract.

(5)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – STANDARD SUPPLIES clause, as contained in the Schedule.

(6)  The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT – SEMISTANDARD SUPPLIES clause, as contained in the Schedule.

(7)  Items of this contract call for f.o.b. destination delivery, unless the item specifies otherwise. The destination for each item is the point of delivery shown in the particular item. Inspection for quality will be at origin with final acceptance at destination. Applicable to CLIN(s) \_\_\_\_\_.

(8)  F.o.b. destination item(s) called for under this contract shall have shipment quantity determinations performed at destination.

(9)  Items of this contract call for f.o.b. origin delivery, unless the item specifies otherwise. Inspection and acceptance will be at origin. Applicable to CLIN(s) 0002, 0004, and 0005.

(10)  Any offers received for less than the full quantity for each line item will be rejected by the Government.

(11)  A copy of the certified weight ticket shall accompany each shipment.

(12)  A copy of the Certificate of Analysis shall accompany each shipment.

(13)  An original and one copy of the H-14 Transport Equipment Delay Certificate shall be provided with each shipment, if applicable.

(DESC 52.207-9F79)

**B19.33.100 ECONOMIC PRICE ADJUSTMENT -- PUBLISHED MARKET PRICE (RP-1 AND/OR RP-2)(AEROSPACE ENERGY) (DESC AUG 2008)**

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

(1) The base 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 shall be computed in accordance with the provisions of this clause.

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

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.

(i) **Base market price** means the price as shown in Column V of the table below which is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price for deliveries during the most recent period, as defined in the table below.

(3) **Date of delivery** is defined as follows:

(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 PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.**

(1) Subject to the provisions of this clause, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.

(2) **CALCULATIONS.** All calculations shall be rounded to six decimal places.

(3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a monthly price adjustment modification effective the last day of each month for deliveries to be made during the next calendar month.

(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, 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 575 percent of the original base unit price in any applicable program year (whether a single year or 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 which the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the established market 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.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

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

(ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions,-- the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator 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.

(d) **CONVERSION FACTORS.** If this clause requires quantity conversions for economic price adjustment purposes, the factors specified in the CONVERSION FACTORS clause shall apply, unless otherwise specified in the Schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative 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.

(f) **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.

(g) **TABLE.**

I	II	III	IV	V
<u>Item No.</u>	<u>Name of Publication</u>	Heading under which market indicator is published and <u>name of product</u>	Location where market price <u>is applicable</u>	Base market price as of <u>Aug 2008</u> (excludes all taxes) ( <u>see note(s) below</u> )
0002,0004 and 0005	Platts Oilgram Price Report U.S. edition	Product Price Assessments Waterborne Jet/Kero 55	U.S. Gulf Coast	\$3.286629

**NOTE:** Buyer shall include a note or notes in the table which will identify the specific publication(s), method(s), and time period(s) for calculating the market price(s), as exemplified below:

**For Platts Oilgram: "NOTE:** The East/Gulf Coast adjusting market price will be firm for monthly periods and is defined as the average of the applicable daily Platts spot assessment quotations effective for the prior month. The simple average of the daily average highs and lows of the prices effective the first through the last day of the prior month (excluding any days prices are not published) shall be the adjusting market price effective for the following month."

(DESC 52.216-9F33)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED</u>		<u>UNIT PRICE</u>	<u>AMOUNT</u>
		<u>QTY</u>	<u>UNIT</u>		
0001	FIRST ARTICLE UNLESS WAIVED THE FOLLOWING SUBCLINS WILL BE PERFORMED FROM 1 <b>JAN 2009 THROUGH 31 MAR 2009.</b>				
0001AA	PRE-PRODUCTION SAMPLES (RP-1 AND RP-2) REFER TO CLAUSE ENTITLED MANUFACTURING QUALIFICATION REQUIREMENTS. SAMPLES ARE DUE 14 DAYS AFTER CONTRACT AWARD UNLESS WAIVED.				NSP
0001AB	FIRST ARTICLE (FA) BATCH THE CONTRACTOR SHALL DELIVER THE FA BATCH AFTER CONTRACT AWARD. THE FA SUBCLIN IS A DEFINITE QUANTITY OF 6,000 GL (UNLESS WAIVED). REFER TO CLAUSE ENTITLED MANUFACTURING QUALIFICATION REQUIREMENTS. ALL PLANT PREPARATION/RETROFIT/ MODIFICATIONS <b>MUST BE COMPLETED AT LEAST 30 DAYS PRIOR TO INITIAL CONTRACT SCHEDULE DELIVERY REQUIREMENTS.</b>	6,000	GL		
0002	PROPELLANT, ROCKET GRADE KEROSENE, RP-1 GRADE, (BULK) IAW MIL-DTL-25576E, DATED 14 APRIL 2006 IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS NSN: 9130-00-543-7429				
0002AA	PERIOD ONE 01 APR 2009 – 31 MAR 2010	374,000	GL	\$	\$
0002AB	PERIOD TWO 01 APR 2010 – 31 MAR 2011	260,000	GL		
0002AC	PERIOD THREE 01 APR 2011 – 31 MAR 2012	260,000	GL		
0002AD	PERIOD FOUR 01 APR 2012 – 31 MAR 2013	260,000	GL		

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002AE	PERIOD FIVE 01 APR 2013 – 31 DEC 2013	260,000 GL		
0002AF	OPTION ONE 01 JAN 2014 – 31 DEC 2014	260,000 GL		
0002AG	OPTION TWO 01 JAN 2015 – 31 DEC 2015	260,000 GL		
0002AH	OPTION THREE 01 JAN 2016 – 31 DEC 2016	260,000 GL		
0002AJ	OPTION FOUR 01 JAN 2017 – 31 DEC 2017	260,000 GL		
0002AK	OPTION FIVE 01 JAN 2018 – 31 DEC 2018	260,000 GL		
0003	SERVICE, DRUMMING FROM BULK INVENTORY IN SUPPORT OF PROPELLANT, ROCKET GRADE KEROSENE, RP-1 GRADE, FROM DLA OWNED RP-1 PRODUCT IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS PARAGRAPH VI			
0003AA	PERIOD ONE 01 APR 2009 – 31 MAR 2010	1,060 GL	\$ _____	\$ _____
0003AB	PERIOD TWO 01 APR 2010 – 31 MAR 2011	530 GL		
0003AC	PERIOD THREE 01 APR 2011 – 31 MAR 2012	530 GL		
0003AD	PERIOD FOUR 01 APR 2012 – 31 MAR 2013	530 GL		
0003AE	PERIOD FIVE 01 APR 2013 – 31 DEC 2013	530 GL		
0003AF	OPTION ONE 01 JAN 2014 – 31 DEC 2014	530 GL		
0003AG	OPTION TWO 01 JAN 2015 – 31 DEC 2015	530 GL		

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003AH	OPTION THREE 01 JAN 2016 – 31 DEC 2016	530 GL		
0003AJ	OPTION FOUR 01 JAN 2017 – 31 DEC 2017	530 GL		
0003AK	OPTION FIVE 01 JAN 2018 – 31 DEC 2018	530 GL		
0004	PROPELLANT, ROCKET GRADE KEROSENE, RP-2 GRADE, (BULK) IAW MIL-DTL-25576E, DATED 14 APRIL 2006 IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS NSN: 9130-01-539-9895			
0004AA	PERIOD ONE 01 APR 2009 – 31 MAR 2010	6,000 GL	\$ _____	\$ _____
0004AB	PERIOD TWO 01 APR 2010 – 31 MAR 2011	6,000 GL		
0004AC	PERIOD THREE 01 APR 2011 – 31 MAR 2012	6,000 GL		
0004AD	PERIOD FOUR 01 APR 2012 – 31 MAR 2013	6,000 GL		
0004AE	PERIOD FIVE 01 APR 2013 - 31 DEC 2013	6,000 GL		
0004AF	OPTION ONE 01 JAN 2014 – 31 DEC 2014	6,000 GL		
0004AG	OPTION TWO 01 JAN 2015 – 31 DEC 2015	6,000 GL		
0004AH	OPTION THREE 01 JAN 2016 – 31 DEC 2016	6,000 GL		
0004AJ	OPTION FOUR 01 JAN 2017 – 31 DEC 2017	6,000 GL		
0004AK	OPTION FIVE 01 JAN 2018 – 31 DEC 2018	6,000 GL		

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	PROPELLANT, ROCKET GRADE KEROSENE, RP-2 GRADE, (DRUM) IAW MIL-DTL-25576E, DATED 14 APRIL 2006 IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS NSN: 9130-01-522-9767			
0005AA	PERIOD ONE 01 APR 2009 – 31 MAR 2010	1,060 GL	\$ _____	\$ _____
0005AB	PERIOD TWO 01 APR 2010 – 31 MAR 2011	530 GL		
0005AC	PERIOD THREE 01 APR 2011 – 31 MAR 2012	530 GL		
0005AD	PERIOD FOUR 01 APR 2012 – 31 MAR 2013	530 GL		
0005AE	PERIOD FIVE 01 APR 2013 - 31 DEC 2013	530 GL		
0005AF	OPTION ONE 01 JAN 2014 – 31 DEC 2014	530 GL		
0005AG	OPTION TWO 01 JAN 2015 – 31 DEC 2015	530 GL		
0005AH	OPTION THREE 01 JAN 2016 – 31 DEC 2016	530 GL		
0005AJ	OPTION FOUR 01 JAN 2017 – 31 DEC 2017	530 GL		
0005AK	OPTION FIVE 01 JAN 2018 – 31 DEC 2018	530 GL		

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QTY/UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	SERVICES, MONTHLY FACILITY FEE FOR STORAGE AND DISTRIBUTION IN SUPPORT OF PROPELLANT, ROCKET GRADE KEROSENE, MIL-DTL-25576E DATED 14 APR 2006 IAW CLAUSE C900, STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS, PARAGRAPHS ENTITLED BULK LOAD-OUT AND BULK RP-1 STORAGE			
0006AA	PERIOD ONE 01 APR 2009 – 31 MAR 2010	12 MO	\$ _____	\$ _____
0006AB	PERIOD TWO 01 APR 2010 – 31 MAR 2011	12 MO	\$ _____	\$ _____
0006AC	PERIOD THREE 01 APR 2011 – 31 MAR 2012	12 MO	\$ _____	\$ _____
0006AD	PERIOD FOUR 01 APR 2012 – 31 DEC 2013	12 MO	\$ _____	\$ _____
0006AE	PERIOD FIVE 01 APR 2013 - 31 DEC 2013	12 MO	\$ _____	\$ _____
0006AF	OPTION ONE 01 JAN 2014 – 31 DEC 2014	12 MO	\$ _____	\$ _____
0006AG	OPTION TWO 01 JAN 2015 – 31 DEC 2015	12 MO	\$ _____	\$ _____
0006AH	OPTION THREE 01 JAN 2016 – 31 DEC 2016	12 MO	\$ _____	\$ _____
0006AJ	OPTION FOUR 01 JAN 2017 – 31 DEC 2017	12 MO	\$ _____	\$ _____
0006AK	OPTION FIVE 01 JAN 2018 – 31 DEC 2018	12 MO	\$ _____	\$ _____

**ACRONYMS:**

GL - Gallon

NSP – Not Separately Priced

MO – Month

**NOTES:**

REPORTING OF UNITS OF ISSUE SHALL BE IN WHOLE NUMBERS ONLY.

CONVERSION - ONE GALLON OF RP-1 OR RP-2 EQUALS 6.73 POUNDS

## **DESCRIPTION/SPECIFICATIONS**

### **C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

### **C19.04 REMOVAL OF WATER BOTTOMS (DESC FEB 1998)**

Storage tanks for DESC use shall be equipped with positive water sumps for removal of all water bottoms. All storage tanks shall be drained of water a minimum of once each week and whenever storage tank gauging indicates water is present. (Weekly water drainage is necessary because the datum plate may not necessarily be the low point in the storage tank. Water could possibly accumulate below the datum plate and not show up in the gauging process.) Additionally, all storage tanks shall be drained of water prior to any transfer of fuel and after a minimum of 4 hours or maximum of 24 hours settling time following each product receipt. Storage tanks equipped with floating roofs shall be gauged for water after each rain and drained if water is found present. Product and water levels shall be gauged before and after the draining of water. Water gauges of each storage tank shall be taken and recorded each time it is gauged for product. (Each storage tank shall be equipped with a fuel/water separation system for collection of all product or water dispensed from its bottom water drain(s). This system shall have the capability to return separated product back into the same storage tank.)

(DESC 52.211-9FM1)

### **C900 STATEMENT OF OBJECTIVES/WORK AND/OR SPECIFICATIONS (AEROSPACE ENERGY) (DESC APR 2006)**

I. DESCRIPTION OF REQUIREMENT: The Defense Energy Support Center (DESC), Defense Logistics Agency (DLA), as the Department of Defense (DoD) Integrated Materiel Manager (IMM) for the Aerospace Energy Business Unit (BU) products and services, requires the production, storage and distribution of Propellant, Rocket Grade Kerosene (RP-1 and RP-2). Contractor shall provide all materials, supplies, management, tools, equipment and labor necessary for the production of RP-1 and RP-2 and all management, planning, programming, administration, supplies and labor necessary to ensure that product storage requirements, receipts, conveyance loading, quality surveillance, security, and safety services are performed for DLA in accordance with (IAW) standards outlined in this Statement of Objectives (SOO), as well as local, state and federal regulations. DLA-owned RP-1 is utilized as a propellant for space launch vehicles and RP-2 is utilized for new engine development.

#### II. SPECIFICATION REQUIREMENTS:

A. RP-1 and RP-2 provided shall conform to Propellant, Rocket Grade Kerosene, MIL-DTL-25576E, dated 14 April 2006.

B. In addition to the reports required elsewhere within this contract, one copy of the Certificate of Analysis for each sample required by this contract shall be sent to DESC-QA/QT within three days after the analysis of that sample. The analysis report shall be emailed to [tech.prop@dla.mil](mailto:tech.prop@dla.mil) or faxed to the attention of DESC-QA/QT at (210) 925-8048.

#### III. DELIVERY LEAD TIMES:

A. RP-1 Bulk: Routine orders for bulk production will require the Contractor to deliver up to 28,000 U.S. gallons of RP-1 within 28 calendar days. On occasion the Government may issue expedited orders requiring less than 20,000 gallons to be delivered in 21 days.

B. RP-2 Bulk: The Contractor shall have the capability to produce up to 6,000 U.S. gallons of RP-2 within 30 calendar days advance notification provided by the Government.

C. DRUM PRODUCTION (RP-2): Drummed RP-2 shall be made available for inspection by a Quality Assurance Representative (QAR) within 30 calendar days of order notification, unless a longer period is specified by the Government.

1. Drums shall be Contractor furnished and non-returnable.
2. The order quantity will be based on the economic order quantity proposed by the Contractor.

IV. RP-1 BULK STORAGE: The Contractor shall provide storage for bulk RP-1 as follows:

- A. A minimum of 60,000 U.S. gallons of RP-1 bulk storage is required.
- B. No individual storage tank capacity of less than 10,000 U.S. gallons.
- C. The capability to transfer product between storage tanks is required.
- D. The storage tank system shall be capable of meeting all technical requirements defined in the clause titled CONTRACTOR INSPECTION AND QUALITY ASSURANCE RESPONSIBILITIES.

V. INSPECTION AND ACCEPTANCE: It is the responsibility of the contractor to deliver bulk RP-1 production into the storage facility and inspection and acceptance of bulk RP-1 will be accomplished at the tank. New RP-1 production may be introduced into tank(s) that are not empty and contains Government owned on-specification inventory. If a new RP-1 production batch is introduced to existing Government owned on-specification inventory and is found to be off-specification, the Contractor will assume responsibility and replace at no cost to the Government on a one-for-one gallon basis the amount of Government owned inventory that was thrown off-specification when commingled with a new RP-1 production batch.

VI. DRUMMING SERVICE (RP-1): Contractor shall have the capability to fill drums of RP-1 out of DLA bulk RP-1 inventory. Drum production shall be completed, and made available for inspection by a QAR within 30 calendar days of order notification, unless a longer period is specified by the Government.

- A. Drums shall be Contractor furnished and non-returnable.
- B. Drums shall be placed in storage.

VII. RP-1 and RP-2 Drum Storage:

- A. Contractor shall provide an area to store up to 40 drums.
- B. Contractor shall provide an area which is secure from the weather and accessible only by authorized personnel.

VIII. DEFENSE FUEL SUPPORT POINT: The Contractor's storage site shall be designated as a Defense Fuel Support Point (DFSP) and shall require the documentation and submission of reports for accountability and control of DLA-owned RP-1 and RP-2 per the terms of the clause titled RESPONSIBILITY FOR GOVERNMENT-OWNED RP-1.

IX. LABORATORY SUPPORT (BULK RP-1 STORAGE)/ PRODUCT QUALITY SURVEILLANCE REQUIREMENTS: The Contractor shall provide laboratory services to perform analysis of RP-1 samples in accordance with the requirements of the clause titled CONTRACTOR INSPECTION AND QUALITY ASSURANCE RESPONSIBILITIES.. The Contractor is also responsible for providing sample containers, performing sampling, delivering samples to the laboratory, and issuing quality Certificate of Analysis. The Contractor will also be responsible for performing all sampling and laboratory testing of DLA-owned RP-1 stored and distributed from the Contractor's storage facility in accordance with the quality requirements of the clause titled CONTRACTOR INSPECTION AND QUALITY ASSURANCE RESPONSIBILITIES.

X. BULK RP-1 LOAD-OUTS: The Government will provide tank trucks and ISO containers from approved sources for load-out of bulk RP-1 from DLA-owned inventory.

- A. The Government will schedule bulk load-outs at least 7 days in advance.
- B. The Government requires access for load-outs, Monday through Friday, from 0700 to 1900 hours daily.

C. The Contractor shall have the capability to load-out at least 3 tank trucks or ISO containers per day, per stated access for load-outs.

1. This requirement includes the ability to sample, complete laboratory analysis and provide test reports to allow release for delivery of all loaded tank trucks and/or ISO containers within the access hours stated in this paragraph.

2. The Contractor shall be required to perform conveyance inspection and flushing prior to loading RP-1 per the clause titled CONTRACTOR INSPECTION AND QUALITY ASSURANCE RESPONSIBILITIES.

3. The Contractor shall provide a point of contact for coordination of scheduling in carrier(s) for load-out date and time of arrival. The following shall be supplied by the Contractor:

- a) Point of Contact – Primary: \_\_\_\_\_
- b) Duty Phone: \_\_\_\_\_
- c) Cell Phone: \_\_\_\_\_
- d) Email: \_\_\_\_\_
- e) Point of Contact – Alternate: \_\_\_\_\_
- f) Duty Phone: \_\_\_\_\_
- g) Cell Phone: \_\_\_\_\_
- h) Email: \_\_\_\_\_

XI. DRUM LOAD-OUTS: The Government will provide at least 7 calendar days advance notification for RP-1 and RP-2 drum load-outs from inventory.

A. The Government requires access for carriers to pickup drums for shipment, Monday through Friday, from 0700 to 1900 hours daily.

B. Drums shall be palletized and secured (banded) for shipment.

XII. LOAD REPORT (BULK ONLY): A Load Report shall be prepared for each tank truck or ISO container loaded with RP-1 from DLA-owned inventory. See suggested sample format provided as attachment 1, "Load Report".

A. The Contractor may use an existing company format, provided the following data items are included:

- i. Name of Commodity: (use Propellant, Rocket Grade Kerosene, RP-1)
- ii. Date: (the date the tank truck/ISO container is loaded)
- iii. CBL #: (reference to Commercial Bill of Lading # for the shipment)
  - 1. Carrier Truck #: (reference to commercial carrier truck number)
  - 2. Tank Truck/ISO Container: (reference the loaded tank truck/ISO container #)
  - 3. Storage Tank ID/#: (reference the storage tank(s) identification number from which the tank truck/ISO container is loaded)
  - 4. Load-Out Time (Completed): (the time the carrier is released for delivery, and includes all documentation required; i.e., load report)
  - 5. Quantity Loaded (GL): (whole numbers only)

6. Tank Truck/ISO Container, Seal #s: (record all seal numbers for verification at off-load site)

- a) Weight (Gross, Tare, Net) LBS
- b) Lab Analysis Test Results:
- c) Storage Tank Temperature, °F
- d) Gravity, API
- e) Flash Point, °F
- f) Particulate Matter, mg/L
- g) Tank Gravity

B. Load report shall be distributed at time of shipment:

- i. One copy goes with carrier,
- ii. One copy to "RP-1 Manager", Fax to (210)925-8048 or scan and email to Selvin.Rex@dla.mil  
(DESC 52.246-9F28)

### **PACKAGING AND HANDLING**

#### **D10 PACKAGING REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)**

(a) The Contractor shall be responsible for ensuring the hazardous materials shipment is in full compliance with all applicable packaging/packing, marking, labeling, placarding, blocking and bracing, and palletizing and shipping certifications in force and effect on the date of the shipment in accordance with the following applicable rules and regulations for the individual hazard, ultimate destination, and mode of transportation:

- (1) Title 49 of the Code of Federal Regulations (49 CFR) -- Packaging.
- (2) DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (3) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (4) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of Dangerous Goods by Air.
- (5) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).
- (6) MIL-STD 129, Standard Practice for Military Marking (for military destinations).
- (7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only).
- (8) ASME MH 1.8, Wood Pallets.

(b) Contractor commercial packaging (ASTM D 3951) shall also be in compliance with the requirements listed.  
(DESC 52.223-9F17)

#### **D14 DRUM REQUIREMENTS (AEROSPACE ENERGY) (DESC APR 2006)**

(a) Drums shall be 55-gallon capacity steel drums meeting, as a minimum, the Performance-Oriented Packaging (POP) wall thickness and testing criteria for the UN 1A1 specification packaging of Packing Group (PG) III hazardous materials, as specified in Title 49 of the Code of Federal Regulations (49 CFR).

(b) Drums shall meet the following specifications:

- (1) The interior of the drums shall be lined with epoxy coating conforming to MIL-PRF-4556.
- (2) The exterior of the drums shall be phosphatized.
- (3) Bungs need not be painted.
- (4) Cap seals shall be applied to each bung and vent closure prior to shipment.

(DESC 52.223-9F01)

**D15 CONTRACTOR SEAL REQUIREMENT (AEROSPACE ENERGY) (DESC OCT 2006)**

(a) The Contractor shall place tamper indicating devices (TIDs) such as a seal or cap on the shipping container(s) immediately after filling and sampling. The TIDs shall be placed on the containers in such a manner that pilferage or tampering of the product could only be accomplished by breaking or otherwise destroying the TID. This may require the application of several TIDs on each shipment container.

(b) Where possible, the TID shall be printed with a serial number. The container number and TID number(s) shall be recorded on the certificate of analysis and on the shipping documents. Monthly equipment inventory reports provided to DESC by the Contractor shall include container numbers as well as corresponding TID numbers.

(c) TIDs shall not be removed from a container unless authorized by DESC. If a TID is broken or no longer intact, the Contractor shall contact the Contracting Officer for further instructions. If the Contractor is instructed to place a new TID on the container, the new TID number (if applicable) shall be noted, along with the container number, as stated in paragraph (b) above.

(DESC 52.211-9FN1)

**D20 PALLET REQUIREMENTS FOR DOMESTIC SHIPMENTS (AEROSPACE ENERGY) (DESC APR 2006)**

Pallets shall be constructed in accordance with one of the following guidelines: MIL-HDBK 774, Department of Defense Handbook, "Palletized Unit Loads"; or ASME/ANSI MH 1.8H or Contractor's equivalent.

(DESC 52.246-9FPM)

**INSPECTION AND ACCEPTANCE**

**E1.16.100 CONTRACTOR INSPECTION AND QUALITY ASSURANCE RESPONSIBILITIES (RP FUELS PRODUCTION) (AEROSPACE ENERGY) (DESC SEP 2008)**

**(a) QUALITY CONTROL PLAN.**

(1) The Contractor shall provide and maintain an inspection system and a written Quality Control Plan (QCP) acceptable to the Government. If the Contractor is ISO certified Q91 (ISO9001) Quality Management Systems, they have the option to offer their Q91 inspection system as their QCP, provided their Q91 written plan incorporates all the QCP elements identified in paragraph (3) below. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services.

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

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

(i) **PROCESSING/BLENDING.** To include, but not be limited to, identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations.

(ii) **SAMPLING.** Shall include procedures and frequencies for all sampling and testing that will be performed to meet the requirements listed in the below table titled Minimum Sampling and Testing Requirements.

(iii) **CALIBRATION.** Program for testing and measuring equipment shall be in accordance with ISO 10012-1, Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate.

(iv) **STORAGE AND HANDLING.** Include procedures for storage and handling to include a description of storage and handling equipment including tanks, lines, valves, and manifolds used. It shall also include identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water and filtration.

(v) **LOADING AND SHIPPING, GENERAL.** Shall include, but not be limited to, procedures for product movement and related quality/quantity checks from shipping tank(s) to conveyances in order to maintain product integrity. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to conveyance fill line.

(vi) **CORRECTIVE ACTION.** Shall include actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.).

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

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

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

(b) **QUALITY ASSURANCE REQUIREMENTS.**

(1) Sampling procedures shall be in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, ASTM D 4057, Sampling of Petroleum and Petroleum Products, and/or Section 2, ASTM D 4177, Automatic Sampling of Petroleum and Petroleum Products.

(2) Contractor storage tanks that will be used for storing Government-owned RP fuels under this contract shall have last contained a similar product, aviation fuel, kerosene, non-aromatic solvent, unleaded gasoline or arctic diesel and shall be completely free of water, scale and previous product. Tanks must be equipped with valves that can be locked or sealed so that they can be locked or sealed when receiving or delivery operations are not in progress. Mild steel tanks used for storing RP fuels shall be epoxy coated with a material approved under specification MIL-PRF-4556. Tanks shall have the capability to be pumped dry.

(3) Systems used for loading and transferring this product shall be dedicated or properly isolated common systems incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Line systems used for receipt, transfer and filling of conveyances shall be constructed of stainless steel, aluminum or mild steel (if mild steel lines are used it is preferred they be internally epoxy coated, however, mild steel lines that are not lined with epoxy are acceptable). Lines will have a low point drain to enable complete draining of entire line or for obtaining line samples. Dedicated line is defined as a piping system that shall be used exclusively for RP-1 or RP-2. Valve bodies in RP fuel systems will be constructed of stainless steel or aluminum. All gaskets/seals shall be Teflon, viton or nitrile (seals, seats and gasket material of zinc, bronze, brass or copper bearing materials are not acceptable). Carbon steel valves are permitted, provided they are internally plated with chromium. Electroplated nickel is permitted for double-seated plug valves and on nodular iron diaphragm control valves within the tank dike area. Do not furnish or install cast iron or copper alloy valves in liquid petroleum service.

(4) The QR shall be notified of any corrective action taken to correct any deficiencies effecting product quality or quantity determination.

(5) The Contractor shall perform all specification and contract required inspection and acceptance tests of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government.

(6) The Contractor shall inspect all shipping conveyances used for distributing product to DESC customers prior to loading to determine suitability for loading as follows: RP fuels conveyances shall have last carried a product allowed in the below list and shall have evidence that the below referenced conveyance conditioning requirements have been met. Conveyance discharge hose shall be clean and capped, and pump housing shall be clean and dry. All conveyance outlets will be capped. Regardless of the conditioning requirement, the Contractor shall inspect conveyance prior to loading to insure conveyances are visually free of all liquid, residue and sediment.

LAST PRODUCT CARRIED*	CONVEYANCE CONDITIONING REQUIREMENTS
Gasolines: MOGAS/E-85 AVGAS	Steam & Dry
Jet Fuels: JP-4, Jet-B, Jet A/A-1, JP-8, JP-5, TS1	Steam & Dry
Jet Fuel: JPTS (JP-7)	Drain Empty
RP-1 or RP-2	Drain Empty
JP-10/PF-1	Steam & Dry
Petroleum Solvents: Xylene, Methyl Ethyl Ketone, Acetone, Benzene, Toluene, Cyclohexane, Methylcyclohexane, Petroleum Ether, Mineral or Petroleum Spirits, or Naphtha	Hot Water Rinse & Dry
Kerosene	Steam & Dry
Diesel Fuels: F-76, DL1, DL2, LS1, LS2, DF1, DF2, DFW, Bio- Diesel 1-D, 2-D, FS1, FS2, B20	Steam & Dry
Lubricating Oils	NO LOAD
ASTM D975 No.4D, FS4, FS5, FS6, IFOs	NO LOAD
Sodium Hydroxide, Isopropanol, Methanol,	Hot Water Rinse & Dry
<b>Do not load conveyance if the last product carried is not included in the above list.</b>	

(i) The following inspection and flush shall be performed prior to loading tank trucks:

(A) Inspect truck prior to flushing. Verify conveyance is visibly clean, dry and has been prepared for loading. Remove caps from loading connections and visually inspect interior surfaces to ensure cleanliness. Interior surfaces shall be free from the presence of moisture, corrosion, scale, dirt, grease and foreign matter. Inspect all transfer equipment (pump and hose) for visual cleanliness as well.

(B) Inspect tanker for general over-the-road readiness (tires, lights, no loose or missing components), and verify readiness for loading.

(C) Flush tank truck by pumping approximately 30 gallons of RP fuel into the tank truck through the discharge manifold until product appears on the tank floor. Discharge the flush sample through the truck's pump into a clean drum or other suitable product collection container that is dedicated to RP fuel service. A visual water and cleanliness inspection in accordance with ASTM D 4176 will be performed on a flush sample (sample shall be pulled from the truck being flushed). A flush sample, when swirled, should be clear and bright. The sample should be free of water and of unusual quantities of suspended matter.

(D) A second flushing shall be accomplished in the event of a water and cleanliness inspection failure. In the event of a second visual failure, contact the Contracting Officer for further instructions.

(E) RP fuel used for flushing tank trucks shall be stored in a dedicated Contractor provided collection container for return to on-site DLA-owned RP fuel inventories in the following manner:

(1) Flushed product shall be initially collected in a clearly marked RP fuel collection container dedicated to contain only RP fuel recovered from tank truck flushing operations. The collection container shall have a minimum holding capacity of 300 gallons and must be equipped with a drain valve that allows low-point draining of water and sediment from the container bottom; it is the Contractor's responsibility to assure the container meets all Federal, State and local environmental regulations. **NOTE:** To assure the container is not used for storing anything other than RP fuel, it must be clearly labeled and the access point must be locked. The lock shall have the key or combination controlled as to avoid inadvertent product commingling;

(2) Product recovered from flushing operations and placed in the collection container shall be allowed to settle a minimum of 24 hours prior to draining the container bottom of all water and sediment;

(3) After the collection container is full and after draining water and sediment from the container low point and achieving a clear and bright sample, an all-level sample shall be drawn from the container and tested for Appearance, Particulate Content, Specific Gravity, and Flash Point;

(4) Results must meet MIL-DTL-25576E requirements in order to qualify for return to DLA-owned RP fuel inventories; and

(5) Prior to returning (or during return) of RP fuel to bulk tanks from the collection container, the product must be filtered through at least one API 1581 filter separator. If product in the collection container fails testing, contact the Contracting Officer, prior to returning it to DLA-owned inventories, for further guidance; quantities of RP fuel collected/returned to RP fuel storage shall be documented and reported on monthly inventory transaction reports (MITRs) submitted to DESC.

(7) Loading of conveyances shall resume after the pre-load suitability inspection has been performed and for tank trucks after the pre-load suitability inspection and flush sampling have passed.

(8) Fully loaded conveyances shall have quality tests performed in accordance with the below table titled Minimum Sampling and Testing Requirements prior to releasing for shipment. If the sample fails the requirements specified in MIL-DTL-25576E, contact the Contracting Officer for further instructions.

(9) Prior to releasing the conveyance from the loading rack, check tank exterior, valves, flanges and welds for leakage. Perform final inspection of shipping conveyance and seal connections annotating seal numbers on shipping documents.

(10) Conveyance load out lines shall be equipped with filters that shall be located as near the loading or filling point as practicable. Fill point filters shall be filter/separator (F/S) types conforming to API 1581 and shall be located on the fill line upstream of the fill nozzle header (allow 30 seconds relaxation time between the F/S and the issue nozzle).

(11) The following minimum procedures are applicable when filling drums:

(i) Only new (unused) steel drums shall be filled under this contract. Drums used shall be 55 gallon capacity meeting, as a minimum, the Performance-Oriented Packaging (POP) wall thickness and testing criteria for the UN1A1 specification packaging of Packing Group (PG) III hazardous materials, as specified in Title 49 of the Code of Federal Regulations (49 CFR).

(ii) The dedicated line and filling system will be flushed and drained with product to be loaded or filled immediately prior to initial use or when the line sample shows contamination or degradation; drum fill rack must be sampled in accordance with the table below.

(iii) Drums shall be internally coated (including bungs) with epoxy conforming to MIL-PRF-4556. Prior to filling drums, remove bungs and inspect interior of each drum with a suitable droplight. Interior shall be free of rust, dirt, oil, water and all foreign matter. Damage to the epoxy coating, including blisters, cuts, bare spots and other defects will be cause for rejection of the drum.

(iv) The exterior of the drum shall be protected from external corrosion in adverse climates through the use of appropriate surface preparations and application of a corrosion preventive coating compatible with RP fuels.

(v) Fill each drum with 53 +/- 1 gallons and verify in accordance with the DETERMINATION OF QUANTITY clause of this contract.

(12) If the Contractor and the QR disagree as to the suitability for loading of Government-furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, the Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause.

(i) When requested by the U.S. Government, the Contractor shall furnish two 1-gallon samples from any batch produced or bulk tank leased under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense, to a laboratory designated by the Contracting Officer. The Government will require the Contractor to submit no more than four sample submissions per year.

(ii) The Contractor shall keep all quality and quantity records complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

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

(iv) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR. Prior to performing Contractor inspections or product sampling and testing, the Contractor is responsible for notifying the assigned QR of planned procedure in sufficient time to permit inspection by the Government.

**TABLE**

**MINIMUM SAMPLING AND TESTING REQUIREMENTS**

<b>LOCATION</b>	<b>SAMPLE FREQUENCY</b>	<b>TYPE OF SAMPLE</b>	<b>REQUIRED TESTING (All tests to be performed IAW MIL-DTL-25576E)</b>
1. Production Shipping Tank(s) <sup>(1)</sup>	Each Batch After Production Run <sup>(2)</sup>	2-Gallon All Level or Single Tank Composite	Full specification analysis in accordance with MIL-DTL-25576E <sup>(3)</sup>
2. DFSP Storage Tank(s)	Once Every 90 calendar days		Full specification analysis in accordance with MIL-DTL-25576E
3. Tank Truck, IMC, Rail Car Receipts into DFSP Storage Tanks(s)	Each conveyance at receiving point prior to off-loading	All-level from conveyance	Visual appearance to assure product is free of water and sediment prior to off-loading. <sup>(4)</sup>
4. Tank Truck, IMC, Rail Car Load-outs From DFSP Tank(s) <sup>(5)</sup>	Each conveyance immediately after filling	All-level from conveyance	Visual Appearance, Particulate Content, Specific Gravity and Flash Point
5. Drum Fill Rack	Prior to start of drum fill operation	From Nozzle	Visual Appearance, Particulate Content, Specific Gravity and Flash Point
6. Drums Filled From Production (not already full specification certified batch)	Sample taken from every filled drum	Drum Thief All Level or Composite	10% of filled drums (minimum of one drum when lot consists of less than 10 drums) shall have full specification analysis performed in accordance with MIL-DTL-25576E. Remaining (other 90%) drum samples shall be tested for Visual Appearance, Particulate Content, Specific Gravity and Flash Point
7. Drums Filled From Certified Batch	10% of drums (minimum of one drum when lot consists of less than 10 drums)	Drum Thief All Level or Composite	Visual Appearance, Particulate Content, Specific Gravity and Flash Point

**NOTES FOR TABLE:**

(1) IF CONTRACTOR PRODUCTION IS INTO BULK SHIPPING CONTAINERS AND NOT FIXED STORAGE TANKS THE SHIPPING CONTAINER SHALL BE FULL SPECIFICATION CERTIFIED PRIOR TO SHIPPING.

(2) NO PRODUCTION BATCH SHALL BE RELEASED FOR SHIPMENT UNTIL CERTIFIED BY THE CONTRACTOR TO MEET FULL SPECIFICATION REQUIREMENTS. RESULTS TO BE VERIFIED BY QAR PRIOR TO SHIPMENT.

(3) AFTER TESTING AN UPPER, MIDDLE, AND LOWER SAMPLE TO VERIFY BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY CAN BE ASSUMED WHEN UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS FOR SPECIFIC GRAVITY (AND FSII IF FSII IS PRESENT) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.

(4) PRIOR TO OFF-LOADING EACH CONVEYANCE, THE RECEIVING POINT SHALL VERIFY CERTIFICATE OF ANALYSIS THAT ACCOMPANIED SHIPMENT SHOWS THAT PARTICULATE CONTENT, GRAVITY AND FLASH POINT TESTING WERE PERFORMED ON SHIPMENT AND RESULTS MET SPECIFICATION REQUIREMENTS.

(5) PRIOR TO FILLING TANK TRUCKS PERFORM FLUSHING AND SAMPLING.

(DESC 52.246-9FE3)

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is \_\_\_\_\_

(DESC 52.246-9F35)

**E33.10 MANUFACTURING AND FILLING POINTS (AEROSPACE ENERGY) (DESC JUL 2008)**

(a) Provide the name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished, and identify the filling points as primary or secondary.

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILLING POINT</u>
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(b) Suppliers that list primary and alternate manufacturing/filling points for supporting the same requirement shall provide a 30 calendar day notice to the Government prior to offering an initial shipment from an alternate manufacturing/filling point.

(c) For f.o.b. origin shipments, the contract price shall not be adjusted if a Contractor uses a different fill location other than the primary fill point during contract performance. However, if the use of the alternate fill point results in increased costs to the Government, such as transportation costs, the Contractor agrees to reimburse the Government for those increased costs.

(DESC 52.246-9F51)

**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers 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 waiver, not a deviation, through the cognizant QR to

the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. 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** or **(703) 767-8420; (DSN) 427-8420**.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or 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 reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently 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 deviation or 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).

(c) 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 – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

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

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

## **DELIVERIES OR PERFORMANCE**

### **F1.09-7 DETERMINATION OF QUANTITY (RP FUELS) (AEROSPACE ENERGY) (DESC JUN 2008)**

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

(1) **PRODUCT OFFERED FOR PROCUREMENT AND STORAGE INTO ON-SITE STORAGE TANKS.**

(i) Product produced for storage into on-site U.S. Government owned or leased storage tank(s) shall have the quantity determined by one of the following methods:

(A) Level determination by properly calibrated and certified level meter (electronic or other) and converted to volume on the basis of certified capacity tables.

(B) Weight measurement through the use of certified load cells on the storage tank and converted to gallons.

(C) Other means approved by the DESC Contracting Officer.

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

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK, TRAILER/TANK WAGON, DRUMS AND RAIL CARS.**

(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 table of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

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

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

(A) At the Government's option, quantity may be determined at the receiving activity on the basis of--

- (1) Weight, using calibrated scales; or
- (2) A calibrated meter on the receiving tank system.
- (3) The Contractor has the right to have a representative present to witness the measurement of

quantity.

(B) If the Government does not elect to use the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (1) Calibrated meter;
- (2) Certified capacity tables. The tables must be made available at the time of delivery;
- (3) 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 delivered; or
- (4) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(5) The Government has the right to have a representative present to witness the 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 Celsius) is required for--

- (1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail cars; and
- (2) All other volumes of fuels and fuel oils measured in tank trucks, trucks, trailers, and tank wagons which are in excess of 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 (MPMS). Outside the continental U.S., other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

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

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the continental U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

(DESC 52.211-9FG7)

**F3.04 TRANSPORTATION OF HAZARDOUS MATERIALS (AEROSPACE ENERGY) (DESC APR 2006)**

The Contractor shall be responsible for ensuring the transportation of hazardous materials is in full compliance with all applicable rules and regulations below that are in force and effect on the date of the shipment for the individual hazard, ultimate destination, and mode of transportation:

- (a) Title 49 of the Code of Federal Regulations (49 CFR) -- Transportation.
- (b) DLA 4145.3, Preparing Hazardous Materials for Military Air Shipments.
- (c) International Air Transport Association (IATA) -- Dangerous Goods Regulations.
- (d) International Civil Aviation Organization (ICAO) -- Technical Instructions for the Safe Transportation of Dangerous Goods by Air.

(e) International Maritime Organization (IMO) -- International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel).

(DESC 52.247-9FJ6)

**F7 DELAY OF CARRIER EQUIPMENT (DETENTION) (AEROSPACE ENERGY) (DESC APR 2006)**

Detention charges at the Contractor's facility for delay of the carrier's equipment in excess of the carrier's tariff/tender allowable free time is to be documented on the carrier's Transport Equipment Delay Certificate. Both the carrier driver and the Contractor must sign the certificate. Documentation shall include the time and date the carrier driver arrived, the time and date the carrier driver departed, and the reason(s) for the delay. Documentation shall be provided to the carrier driver prior to his departure from the facility.

(DESC 52.247-9FP7)

**F21 CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery Schedule or date, it shall immediately notify the Contracting Officer, in writing, giving pertinent details; PROVIDED, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery Schedule or date or of any rights or remedies provided by law or under this contract.

(DESC 52.242-9FM1)

**CONTRACT ADMINISTRATION DATA**

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

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

(DESC 52.232-9F45)

**G152 SUBMISSION OF INVOICES FOR PAYMENT (AEROSPACE ENERGY) (DESC DEC 2007)**

(a) Supporting documentation required for processing payment to the Contractor after delivery of product shall be the original of the DD Form 250, Material Inspection and Receiving Report, or an original of its commercial equivalent. If required by the Schedule, a copy of the certified weight ticket shall accompany each shipment.

(1) **FOR F.O.B. ORIGIN DELIVERIES.** The original DD Form 250 or commercial equivalent shall have been certified by the Government's Quality Assurance Representative (QAR) and have the QAR's typed name, title, mailing address and office phone number included on the document.

(2) **FOR F.O.B. DESTINATION DELIVERIES.** The original DD Form 250 or commercial equivalent shall be provided to the customer/Defense Fuel Support Point (DFSP) to verify receipt of the product at the time of delivery who shall provide the original DD Form 250 or commercial equivalent to a Government representative to certify acceptance of the delivery. For f.o.b. destination deliveries that require f.o.b. origin inspection, the DD Form 250 shall have both the origin QAR's and the customer's/DFSP's signatures.

(3) **FOR C.O.C. DELIVERIES.** The original DD Form 250 or commercial equivalent shall be certified by the Contractor, in accordance with the applicable contract clause, verifying delivery in accordance with contract terms and conditions and the Schedule.

(b) The Contractor shall directly fax the original product invoice along with the original DD Form 250 or commercial equivalent, as described above, within 15 calendar days of delivery, into the Electronic Document Management system at **866-313-2340** or **(614) 693-2630**.

(c) In addition, the Contractor shall concurrently mail a copy of the signed DD Form 250 or commercial equivalent and, if required by the Schedule, a copy of the certified weight ticket to—

DESC-MIC (INVOICE MONITOR)  
1014 BILLY MITCHELL BLVD  
SAN ANTONIO, TX 78226

FAX: 210-925-8048, ATTN: DESC-MIC (Invoice Monitor)

(d) If the contract involves services such as lease of Contractor-furnished equipment, services of any nature, and/or additional service charges otherwise allowed by the Schedule, such as Delay and Standby, the Contractor shall submit a separate service original invoice to the DESC-MIC Invoice Monitor at the address shown in paragraph (c) above. Unless stipulated otherwise in the contract, all invoices for service will be submitted after the services have been performed. In the case of leased containers, the invoice shall also include the container serial number or other unique identifier as well as information relative to the product that the container supports, i.e., name of the product, NSN, etc.

(DESC 52.232-9FF2)

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H15.100 TRANSPORTATION REQUIREMENTS FOR F.O.B. ORIGIN SHIPMENTS BY TANK TRUCK, TRUCKLOAD, AND/OR LESS THAN TRUCKLOAD (CYLINDER/DRUM)(AEROSPACE ENERGY) (DESC SEP 2008)**

(a) The address for the Transportation Office (TO) referred to in this clause is--

ATTN: DESC-MIP  
BUILDING 1621  
1014 BILLY MITCHELL BLVD  
SAN ANTONIO, TX 78226-1859  
PHONE: (210) 925-1579  
FAX: (210) 925-1319

(b) For the purposes of this clause and shipments made under the contract, a cylinder/drum may be considered "truckload" or "less than a truckload."

(c) Shipments will be made on Commercial Bills of Lading (CBLs) in accordance with appropriate regulations. A CBL will be furnished by the TO in advance of the anticipated shipping date. In the event that a CBL is not provided prior to the shipment and under the direction of the TO, a carrier/contractor bill of lading may be used. The Contractor shall complete and distribute the CBLs as noted on the routing instructions furnished by the TO. The Contractor shall annotate on the CBL the weight/gallons, seal numbers, and signature of the agent. The Contractor shall fax the completed CBL to the TO.

(d) The Contractor is responsible for—

- (1) Contacting and scheduling the carrier in for loading, when directed by the TO in the routing instructions;
- (2) Inspecting 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; and
- (3) Loading of transport equipment shall be in accordance with 49 CFR. The Contractor is liable for reimbursement to the Government for damage to any equipment caused by the failure to load, block, and brace the shipment in accordance with acceptable standards set forth therein.

(4) **DD Form 626, Motor Vehicle Inspection (Transporting Hazardous Materials).** The Contractor is required to fill out the DD Form 626 using one of the options provided below for all shipments of hazardous materials:

(i) The carrier will submit a copy of the vehicle mechanical inspection performed at the carrier's terminal. Annotate in Block 15 of the DD Form 626 that "the carrier performed the vehicle mechanical inspection (Section II) and a copy of

the inspection is attached to the DD Form 626" (making sure the shipper knows he/she is to attach the inspection to the DD Form 626). The Contractor is required to sign in Block 16.

(ii) If the carrier does not have a copy of the vehicle mechanical inspection, the Contractor should annotate in Block 15 of the DD Form 626 that "the vehicle mechanical inspection (Section II) was performed by the carrier" and the driver shall sign the DD Form 626.

(iii) A copy of the signed and dated DD Form 626, along with a completed CBL, shall be faxed to the TO.

(5) On the day of shipment, the Contractor shall provide a Report of Shipment within 4 hours of departure or within 2 hours the next day (if contact cannot be made on the day of shipment) to the TO. The Report of Shipment may be made by fax or phone and must include the following information:

- (i) CBL Number.
- (ii) Name of Carrier.
- (iii) Carrier Progressive (Pro) Number.
- (iv) Tractor and Trailer Name.
- (v) Departure Date and Time.

(DESC 52.247-9FJ8)

**PART II – CONTRACT CLAUSES**

**I1.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2007)(FAR 52.212-4) IBR**

ADDENDUM TO I1.03-1 (FAR 52.212-4)

**I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)**

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

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

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**DLAD:** <http://www.dla.mil/j-3/j-336>

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

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

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

<b>(1)</b>		
<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
L2.11-2	FAR 52.215-5	FACSIMILE PROPOSALS (OCT 1997) (c) <u>210-925-9758</u>
L5.01-1 L74	DLAD 52.233-9000 FAR 52.216-1	AGENCY PROTESTS (APR 2006) - DLAD TYPE OF CONTRACT (APR 1984) <u>FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT REQUIREMENTS-</u> TYPE CONTRACT

K85

DFARS 252.209-7001

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(2) CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F17	FAR 52.247-29	F.O.B. ORIGIN (FEB 2006)
F85	DFARS 252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (b) +/- 2% PER TANK TRUCK/ISO CONTAINER FILLED/LOADED FROM DLA INVENTORY IN STORAGE; FIRST ARTICLE BATCH +/- 5% PER BULK PRODUCTION ORDERED. +/- 1 GALLON PER DRUM FILLED FROM PRODUCTION ORDERED. This increase or decrease shall apply to CLINs 0001AB, 0002, 0004 and 0005
F108	FAR 52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989)
H20.03	DFARS 252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA –SUBMISSION AFTER AWARD (DEC 2006)
I14.04	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
I25	FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
I84	FAR 52.216-21	REQUIREMENTS (OCT 1995) <u>60 DAYS AFTER EXPIRATION OF THE ORDERING PERIOD</u>
I198	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
I211	FAR 52-216-18	ORDERING (OCT 1995) <u>a) 01 APR 2009 THROUGH 31 DEC 2013. IF ALL OPTIONS ARE EXERCISED, THE ORDERING PERIOD WILL GO THROUGH 31 DEC 2018</u>
I410	DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(DESC 52.252-9F08)

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

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

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

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

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

(DESC 52.249-9F20)

**I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)**

(a) As used in this clause--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax 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.

(2) **After-relieved tax** means any amount of Federal, State, or local tax 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.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES EXCLUDED FROM CONTRACT PRICE clause or the FEDERAL, STATE, AND LOCAL TAXES AND FEES 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 tax 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 tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

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

(DESC 52.229-9F15)

**I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED RP-1 AEROSPACE ENERGY (DESC AUG 2008)**

(a) Government-owned Propellant, Rocket grade Kerosene (RP-1) stored under this contract is governed by the provisions of this clause.

(b) Title to any Government-owned RP-1 in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property" or "Government-owned RP-1," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) Government-owned RP-1 shall not be commingled in the same tank, truck, or any other storage container with non-Government-owned RP-1. Actual physical segregation of Government-owned RP-1 shall be maintained in addition to separate inventory accountability for Government-owned RP-1. If the Contractor produces new batches on top of existing Government-owned product heels and the resultant inventory fails to meet specification the Contractor shall, at their expense, replace on a one-for-one gallon basis the amount of Government-owned heel that was contaminated.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(g) In order to maintain accountability and control over Government-owned RP-1 and other property located at the Contractor's facility, it is necessary to designate the Contractor's facility as a Defense Fuel Support Point (DFSP). As a designated DFSP, the Contractor will be required to submit a MONTHLY INVENTORY TRANSACTIONS REPORT (MISSILE PROPELLANTS), DD Form 2924. Entries on the MITR must be supported by DD Form 2913, MISSILE PROPELLANTS CONSOLIDATION AND REPORTING OF SALES (MITR); DD Form 1348-7, DoD MILSPETS DFSP SHIPMENT AND RECEIPT DOCUMENT; DD Form 1898, FUEL SALE SLIP; and DD Form 250, MATERIAL INSPECTION AND RECEIVING REPORT, as appropriate. All DD Forms i.e., 2913, 2924, 1348-7, and 1149 etc. are available in a writeable PDF format at the DOD Forms Web Site ( <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm> ). The original MITR Package will be mailed no later than the tenth calendar day of each month to—

ATTN: DESC-RRP, AEROSPACE ENERGY  
DEFENSE ENERGY SUPPORT CENTER  
BUILDING 1621  
1014 BILLY MITCHELL  
SAN ANTONIO, TEXAS 78226-1859

(1) The applicable DESC RP-1 Inventory Manager will issue the DD Form 1149, REQUISITION AND INVOICE/SHIPPING DOCUMENT, for all issues and distribution of aerospace energy product from inventory in storage. The DD Form 1149 will be issued at least seven days prior to loading bulk containers for shipment. The Contractor shall provide points of contact, alternate points of contact, and an emergency point of contact for scheduling shipments.

(2) Net inventory determinations of Government-owned RP-1 shall be performed on the first workday of each month.

(i) Quantity calculations shall be in accordance with the DETERMINATION OF QUANTITY clause.

(ii) DD Form 2924, MONTHLY INVENTORY TRANSACTIONS REPORT (MISSILE PROPELLANTS), shall be prepared by the Contractor at the first of each month to include the beginning inventory, receipts, sales, transfers, losses/gains, and the ending inventory of the previous month. RP-1 bulk inventories shall be reported by storage tank under separate columns on the DD Form 2924 and will be reported each month in the appropriate unit of issue, NSN, and nomenclature.

(iii) All quantities shall be reported in whole gallons.

(iv) Monthly inventory variances shall be calculated and excessive variances shall be investigated. RP-1 variances in excess of .25% shall be considered excessive and will require investigation and a written explanation to accompany the associated MITR. To calculate inventory variance percentages, determine the variance between the ending book and ending physical inventory for the month and divide the variance by the sum of the beginning physical inventory and receipts, transfers in, regrade increases and determinable gains. Multiply the result by 100 to determine percentage factor. A sample calculation formula would be: (monthly inventory variance) ÷ (the sum of the beginning of the month physical inventory, receipts, transfers in and other determinable inventory increases) X 100.

(h) All information reported on DD Form 2924 shall be considered proprietary data and shall not be released to any activity or organization outside DLA/DESC.

(i) All records and documents identified above are DLA/DESC-accountable records and must be retained six years and 3 months after final payment.

(DESC 52.245-9F50)

**I119.03 INVENTORY CONTROL RECORDS AND SYSTEMS OF RECORD AT CONTRACTOR DEFENSE FUEL SUPPORT POINTS (AEROSPACE ENERGY) (DESC JUL 2007)**

(a) **INTRODUCTION.** The Contractor shall prepare all documentation and systemically process related transactions in accordance with the information and instructions provided herein as well as the Aerospace Energy Chapter to DoD 4140.25-M, DoD Management of Bulk Petroleum Products, Natural Gas, and Coal, and any applicable DESC interim guidance. DoD 4140.25-M is available at <http://www.desc.dla.mil/DCM/DCMPage.asp?Pagid=699> and DESC interim guidance is available at <http://www.desc.dla.mil/DCM/DCMPage.asp?Pagid=479>. In addition, once the Aerospace Energy Commodity Business Unit (DESC-M) implements DLA's web-based Enterprise Business System (EBS), the Contractor shall confirm its processes to that automated system as well. All documents are subject to change and the vendor is responsible for implementing the required changes within 30 days of publication. If the Fuels Enterprise Server (FES) is deployed in DESC-M, documents and procedures are subject to change on a recurring basis and notifications of changes or newly published documents are announced during the Logon process to the FES. Unless the Government has specifically stated it will provide the hardware (usually at Government-owned facilities), the Contractor shall provide requisite hardware (specifications will be provided by the Government) capable of processing all applicable inventory and accounting transactions on a daily basis (weekdays excluding weekend and Government holidays) through DESC-provided applications or software. The future processing methodologies may include both Defense Fuel Support Point (DFSP) input and upload to the FES via a high speed web/internet-based application or direct input to FES using the DESC-provided processing applications. At a minimum, EBS applications will require the Contractor to provide and have on-site high speed internet access with a static Internet Protocol (IP) address, electronic mail (e-mail) with individual user accounts, the current version of Adobe Acrobat, and Microsoft Office XP/Vista with DESC-mandated service packs (currently Service Pack 2). It is anticipated that DESC web-based applications will use the DoD Public Key Infrastructure (PKI) compliant web browser which will be provided to the Contractor by DESC. These identified DESC systems require user identifications and passwords in accordance with DoD Automated Data Processing (ADP) Level III systems access. The Contractor shall be responsible for (in conjunction with DESC/DLA) identifying employees who will be processing inventory/accounting transactions and for obtaining requisite systems access for those employees. It should be noted that DoD ADP Level III systems access requires a National Agency Check (NAC) investigation. Those contractors which have not had a NAC will be provided forms and fingerprint cards for the investigation, which DLA will initiate. The Contractor shall immediately notify DESC when Contractor personnel with access privileges no longer work at the contract facility or no longer require access. Systems Access Request forms and submission procedures can be found at <http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=479> under DESC-I-24, DESC Automated System Access Request Procedures.

(b) **AUTOMATED FUEL INVENTORY REPORTING REQUIREMENTS.** This section applies only after the Aerospace Energy DFSP inventory and sales processes are automated. Prior to that time, inventory reporting shall be accomplished in accordance with the Aerospace Energy Chapter to DoD 4140.25-M or applicable interim guidance.

(1) The Contractor shall prepare all necessary documentation (see paragraph (d)) for, and systemically process, each transaction affecting their inventory of Government-owned products in its possession by virtue of this contract. Within one business day of each transaction/business event (excluding weekends and Government holidays), the Contractor shall input transaction data into the automated inventory and accounting system(s) or applications designated/provided by the Government. Initial training for inputting transactional data will be provided by the Government via on-site support or via electronic means, such as user manuals or on-line support/tutorials, after which the Contractor assumes all responsibility for timeliness and accuracy of transaction data input by its employees. The Contractor shall prepare and report each transaction in accordance with guidance provided during the training and, thereafter, by qualified Government representatives. The Government will advise the Contractor of any changes in processing and reporting procedures. The Government reserves the right to telephone the Contractor on a daily basis (weekdays excluding weekends and Government holidays) to obtain information concerning transactions processed to monitor transactions using identified processing systems. Locations that do not have direct connectivity to EBS shall forward all transactions to the office designated in the Aerospace Energy Chapter to DoD 4140.25-M or applicable interim guidance.

(2) The Contractor shall record the physical inventory quantity (corrected to 60 degrees Fahrenheit for those products reported in gallons) in the automated inventory system for each Government-owned product stored at the facility. Daily inventories shall be recorded to reflect on-hand inventories as of 2400 hours local time (system clock/calendar rollover to the next transaction date) and monthly inventory shall be recorded to reflect on-hand inventories as of 2400 hours local time (system clock/calendar rollover to the first transaction date on next month) on the first calendar day of each month. However, systematically, the end-of-month (EOM) and end-of-year (EOY) physical inventories shall be reported against the last calendar day of the preceding month. EOY transactions and inventories must be processed to FES by close of business September 30th. The Contractor shall have the account reconciled in accordance with DoD 4140.25-M or applicable interim guidance.

(3) **End of Fiscal Year Closeout Process.** The United States Government closes its financial ledgers at midnight on September 30th. In the event the EOY closeout falls on a Saturday or Sunday, the Contractor will be required to document and process all inventory related transactions per EOY closeout instructions that are provided via a pop-up during logon to the FES or that are made available for download from <http://www.desc.dla.mil/DCM/DCMPage.asp?PageID=479>.

(c) **DESIGNATION OF TERMINAL MANAGER.** In accordance with the Aerospace Energy Chapter to DoD 4140.25-M and/or applicable interim guidance, the Terminal Manager shall be assigned the responsibilities parallel to those of a Government Responsible Office for Defense Working Capital Fund (DWCF) owned Aerospace Energy products. The Terminal Manager, on behalf of the Contractor, shall adhere to the requirements of DoD 4140.25-M, applicable interim guidance, and any supporting Aerospace Energy Chapter, at all times.

(d) **MONTHLY INVENTORY VARIANCES AND RECONCILIATION.** The Contractor shall prepare inventory adjustment documents (DD Form 1348-8) in accordance with the guidance provided in DoD 4140.25-M and applicable interim guidance. A detailed explanation shall be provided by the Contractor on each inventory adjustment document explaining each gain and/or loss in excess of DESC provided tolerances. Each document shall be signed and dated by the Contractor's representative and copies provided to the DESC Aerospace Energy Accountable Office (AO) who is the Chief of the Requirements Branch DESC-MIC. If requested by the AO, the Contractor shall conduct additional research and provide an additional explanation of any gains or losses outside the tolerances identified in DoD 4140.25-M and/or applicable interim guidance. At the conclusion of the reconciliation process, the AO or his/her authorized Government representative shall indicate whether he/she concurs or nonconcur with the Contractor's submission(s) identifying the reasons for any variances outside established tolerances, as well as any suggested remedies to ensure that losses or gains outside established tolerances do not continue.

(e) **DOCUMENTATION REQUIREMENTS.** The following lists the documentation requirements for transactions **(NOTE: DD Forms, with the exception of DD Form 1898, can be located at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>).** The DD Form 1898 can be obtained in accordance with DESC Interim Guidance DESC-I-26, Ordering of Forms and Equipment and Embossing of Forms Used for Documentation of Fuel Sale and Credit Transactions.

**TRANSACTION**

**DOCUMENT**

Appointment/Delegation Letters

Formal Correspondence

**RECEIPTS**

Receipts from DESC Procurement Contracts

DD Form 250/250-1

Receipts of Shipments from a DFSP

DD Form 250/250-1  
DD Form 1348-7

**SHIPMENTS**

Shipments from a DFSP to authorized customers

See Sales

Shipments between DFSPs (Transfers)

DD Form 1348-7

Receipts or returns of product from an end-user (without credit)

DD Forms 1898 or 1149

## INVENTORY

Physical Inventory	DD Form 1348-8* and/or DD Forms 2917 and 2924
*DD Form 1348-8 is required for end-of-month inventory reporting or transfer of account actions only.	
All Inventory Adjustments	DD Form 1348-8
Normal handling of variances (excessive) Determinable losses such as spills, line breaks, nonrecoverable tank bottoms, major disasters, combat losses, etc.	DD Form 1348-8
Condition/Identity Change Downgrade, regrade, or additive	DD Form 1348-8

## ISSUES/SALES OR RETURNS/CREDITS

Issues of product from a DFSP to an end user customer	DD Forms 1898, 1149 or 2913 Automated data capture printout If required, supporting DD Form 1898
Return of product from an end user with credit	DD Form 250/250-1 DD Forms 1898, 1149 or 2913 Automated Data Capture printout

## REPORT OF SURVEY

As required, when directed by the DESC Accountable Officer/ Contracting Officer or Property Administrator	DD Form 200 and supporting documents
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### (f) **OTHER REQUIREMENTS.**

(1) **STORAGE TANK OUT OF SERVICE.** Prior to removing a storage tank or any other storage container from service, the Contractor shall immediately notify the Aerospace Energy AO by telephone, with follow-up confirmation in writing, providing the date and time the tank is scheduled to be removed from service. In addition, the Contractor shall provide the Aerospace Energy AO with a written estimate of unrecoverable product. The estimate will be reviewed and approved by the Aerospace Energy AO prior to taking any tank or storage container that stores DWCF-owned Aerospace Energy products out of service.

(2) **UNRECOVERABLE PRODUCT.** Prior to the end of the contract period, the Contractor shall provide the Aerospace Energy AO a written estimate of unrecoverable product remaining in any storage container. The estimate will be reviewed and approved by the Aerospace Energy AO prior to the expiration of the contract period.

(3) **CREATION OF SHIPMENT TRANSACTIONS.** As required and directed by the Government, storage Contractors shall create electronic shipment transactions using the US Bank POWERTRACK on-line freight payment system. The Government shall advise Contractors of any changes in processing and reporting procedures. Contractors shall contact the Government when additional guidance is required. CONUS storage Contractors shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DESC Americas office having oversight of the motor carrier contract.



Returns without credit	Six years, three months after the accounting month
Shipments between DFSPs (Shipment documentation, e.g., DD Forms 1348-7, 250-1, etc.)	Current fiscal year (FY) plus two additional FYs
Physical inventory data/documentation	Current FY plus two additional FYs
All inventory adjustment documentation	Current FY plus two additional FYs
Product condition or identity changes, and supporting laboratory analysis	Current FY plus two additional FYs
Contract modifications or change orders	Retained locally, three years after the expiration of the current contract

In the event that a criminal or accountability investigation is initiated due to loss or theft of fuel, the records shall be retained until that investigation and any subsequent criminal or civil prosecution are completed.

(DESC 52.245-9F29)

**I180.02.100 ENVIRONMENTAL PROTECTION (STORAGE) (DESC AUG 2008)**

(a) The Contractor agrees to conform to all laws and regulations relating to the protection of the environment in effect on the date the contract is awarded, which are applicable to its operation in the performance of this contract. The Contractor further agrees to conform to any laws or regulations enacted after contract award that are applicable to its operation in the performance of this contract. In the event that conformance with any such new laws or regulations causes an increase or decrease in the operating cost, the Contractor and the Government will negotiate an equitable adjustment in the contract price. Failure to agree on an equitable adjustment in the contract price shall be a dispute concerning a question of fact within the meaning of the DISPUTES clause of this contract; however, nothing in this clause shall excuse the Contractor from implementing any such laws or regulations. The Contractor shall proceed with performance of this contract, unless so advised in writing by the Contracting Officer.

(b) The Government shall not be liable for any plant closing costs or any environmental remediation costs.

(DESC 52.223-9F25)

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

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

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the

appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

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

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

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

(DESC 52.223-9F06)

**I209.18 OPTION TO EXTEND THE TERM OF THE CONTRACT (DESC DEC 2007)**

(a) The Government may extend the term of this contract under the terms of the Schedule by giving written notice to the Contractor at least 60 days before the contract expires.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(DESC 52.217-9F04)

**I209.09 EXTENSION PROVISIONS (DESC APR 2003)**

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

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

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

(DESC 52.217-9F20)

**I290.100 COMMERCIAL USE OF PRODUCTION FACILITY (AEROSPACE ENERGY) (DESC AUG 2008)**

(a) Under this contract, through payment of the Monthly Facility Fee and payment for the First Article Batch which covers plant development and/or modifications, DESC acquires 100 percent of the Contractor's Propellant, Rocket Grade Kerosene (RP-1 and RP-2) production and storage capacity for DESC's exclusive use in supplying DoD and other Government agencies and space and space-related commercial customers.

(b) No DLA-owned product shall be used for commercial sales, even with the intent to replace it in an upcoming production run.

(DESC 52.211-9F93)

**I525 ISSUE ESCALATION (DESC APR 2006)**

Any and all differences and disputes (hereafter referred to as "issues") shall be addressed promptly and in good faith by negotiations between the parties. The parties shall follow the informal and escalating procedures set forth below. All deadlines specified in this paragraph may be extended or shortened by mutual agreement of the parties.

(a) Issues shall be identified as early as possible and notice to the other party shall be provided in writing by the person who has the most direct knowledge of the circumstances surrounding the issue. Within 10 days after delivery of the notice, the parties shall meet in person to discuss the issue and attempt to resolve it. This meeting shall be attended by those persons most directly involved or most knowledgeable about the issue in question.

(b) If the issue is not resolved within a reasonable time after this meeting, not to exceed 10 days, a second meeting or a conference call will be convened, attended by higher level managers of the parties who are at least one level

within their organizations above that of the individual who participated in the first meeting and who have authority to settle the issue.

(c) If the issue has not been resolved within 15 days of this second meeting, either party may initiate mediation or any other form of Alternative Dispute Resolution. Alternatively, the parties may follow the formal procedures provided in the Contracts Dispute Act.

(DESC 52.211-9FN5)

**PART II – CONTRACT CLAUSES - CONTINUED**

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUN 2008)**

(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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 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) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 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).

(4) [RESERVED]

- (5) (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.

- (6) (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.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- (8) (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.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- [ ] (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (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.
- [ ] (12) 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).
- [ ] (13) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ] (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [ X ] (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- [ X ] (16) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- [ X ] (17) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- [ X ] (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [ X ] (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [ X ] (20) 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).
- [ X ] (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- [ X ] (22) 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).
- [ X ] (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- [ X ] (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
  - [ ] (ii) Alternate I (Aug 2007) of 52.222-50.
- [ ] (25) (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)).
  - [ ] (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [ ] (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- [ ] (27) 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.
- [ ] (28) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).
- [ ] (29) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jun 2006) (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.
- [ ] (30) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- (31) 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).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 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)).
- (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (37) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (40) (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 (Nov 2007) (41 U.S.C. 351, et seq.).
- (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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 paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 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.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(x) 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)

#### **11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2008)**

(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.

- (1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (3) 252.219-7004, Small Business Subcontracting Plan (Test Program) (APR 2007) (15 U.S.C. 637 note).
- (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- (5) 252.225-7012, Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).
- (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) 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).
- (9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12) (i) 252.225-7036, Buy American Act – Free Trade Agreements – Balance of Payments Program (MAR 2007) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
  - (ii) Alternate I (OCT 2006) of 252.225-7036.
- (13) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) 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).
- (15) 252.227-7015, Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20) (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.

(21) 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 Pubic 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)

**PART III – CONTRACT DOCUMENTS AND OTHER ATTACHMENTS**

LOAD REPORT SAMPLE	ATTACHMENT 1
PERFORMANCE SPECIFICATION MIL-DTL-25576E, DATED 14 APRIL 2006	ATTACHMENT 2
SUBCONTRACTING PLAN	ATTACHMENT 3
TRANSPORTATION DELAY CERTIFICATE (H-14)	ATTACHMENT 4
MOTOR VEHICLE INSPECTION	ATTACHMENT 5
CONTRACTOR PERFORMANCE DATA SHEET	ATTACHMENT 6

**PART IV – SOLICITATION PROVISIONS**

**INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

L2.05 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (APR 2008)(FAR 52.212-1) IBR

**ADDENDUM TO L2.05 (FAR 52.212-1)**

**L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

- (a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 150 calendar days.
- (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

**L2.11-4 E-MAIL PROPOSALS (DESC APR 2005)**

- proposals.
- (a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.
  - (b) E-mail receiving data and compatibility characteristics are as follows:
    - (1) E-mail address: [maria.ng@dla.mil](mailto:maria.ng@dla.mil) and [sylvia.urias-vallejo@dla.mil](mailto:sylvia.urias-vallejo@dla.mil).
    - (2) The Defense Energy Support Center accepts attachments in—
      - (i) Adobe Acrobat;
      - (ii) Microsoft Excel;
      - (iii) Microsoft Word; and
      - (iv) Microsoft PowerPoint.
  - (c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.
  - (d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.
  - (e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.
  - (f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.
  - (g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.
  - (h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.  
(DESC 52.215-9FA8)

**EVALUATION – COMMERCIAL ITEMS**

**M11 EVALUATION -- F.O.B. ORIGIN (JUN 2003)**

- (a) The Government normally uses land methods of transportation by regulated common carrier for shipment within the contiguous United States.
- (b) To evaluate offers, the Government will consider only these methods to establish the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the contiguous United States.
- (c) This transportation cost will be added to the offer price to determine the Government's overall cost.
- (d) When tentative destinations are indicated, the Government will use them only for evaluation purposes. The Government has the right to use any other means of transportation or any other destination at the time of shipment.  
(FAR 52.247-47)

## **OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**

### **K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JUN 2008/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

**Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

**Forced or indentured child labor means** all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

**Manufactured end product** means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

**Place of manufacture** means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

**Restricted business operations** means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

**Service-disabled veteran-owned small business concern--**

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**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.

**Veteran-owned small business concern means a small business concern--**

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

**Women-owned business concern** means a concern that 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.

**Women-owned small business concern** means a small business concern--

(1) That 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

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

(b) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. **[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]**

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

is  
 is not

a small business concern.

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

is  
 is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

is  
 is not

a service-disabled veteran-owned small business concern.

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

is  
 is not

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

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

is  
 is not

a woman-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

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

is

a women owned business concern.

(7) **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.

(8) **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 designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

is  
 is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or 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

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

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

(A) It--

- is  
 is not

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

(B) It--

- has  
 has not

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

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL**

**DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.

(iii) **ADDRESS.** The offeror represents that its address—

- is
- is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation.

**Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

(i) It--

- is
- is not

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

(ii) It--

- is
- is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.)**

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

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

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

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

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

(i) It--

has

has not

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

(ii) It--

has

has not

filed all required compliance reports.

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

(i) It--

has developed and has on file

has not developed and does not have on file

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

(ii) It--

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

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

_____	_____
(Line item no.)	(Country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; 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 shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

_____	_____
(Line item number)	(Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

_____	_____
(Line item number)	(Country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

_____	_____
(Line item number)	(Country of origin (if known))

(h) **CERTIFICATION REGARDING RESPONSIBILITY MATTERS (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  
 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, violating Federal criminal tax laws, or receiving stolen property;

(3)  are  
 are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

(4)  have  
 have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i)  The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii)  The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

**(k) CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [ The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]**

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

- does
- does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror

does

does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal government;

(4) **TYPE OF ORGANIZATION.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
  
TIN \_\_\_\_\_

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

ADDENDUM TO K1.01-10

**K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- DOES APPLY.
- DOES NOT APPLY.

The offeror represents that--

(a) It--

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

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

(b) It--

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

(FAR 52.222-25)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)  
NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)**

(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** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **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 that 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, tailored)

**K15 RELEASE OF UNIT PRICES (DESC MAR 2004)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
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(DESC 52.215-9F28)

**K45.04 FACSIMILE INVOICING (DESC JUL 1998)**

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[ ] YES [ ] NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

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

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is \_\_\_\_\_.

(DESC 52.232-9F10)

**K94 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) [ ] are,  
[ ] are not

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

(B) [ ] have,  
[ ] 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 public (Federal, State, or local) 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, violating Federal criminal tax laws, or receiving stolen property; and

(C) [ ] are,  
[ ] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) [ ] have,  
[ ] have not

within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

**(2) Examples.**

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitled the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror--

- [ ] has,
- [ ] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

Load Report "Sample Format"			
PROPELLANT, ROCKET GRADE KEROSENE, RP-1			
DATE:	07 Mar 2008		
CBL #:	SC06000005202		
CARRIER TRUCK #:	L-555		
TANK TRUCK/ISO CONTAINER #:	ST – 2455		
STORAGE TANK ID/#:	A-4545		
LOAD-OUT TIME (COMPLETED):	1340 HRS		
QUANTITY LOADED (GL):	6,234		
TANK TRUCK/ISO CONTAINER, SEAL #S	229001, 229002, 229003, 229004, 229005, 229006, 229007, 229008, 229009, 229010, 229011, 229012, 229013, 229014		
WEIGHT (GROSS, TARE, NET) LBS.	GROSS	TARE	NET
	60,000	34,000	26,000
LAB ANALYSIS			
STORAGE TANK TEMPERATURE, °F	62.0		
	TEST RESULTS		
GRAVITY, API	42.7		
FLASH POINT, °F	152		
PARTICULATE MATTER, MG/L	0.4		
TANK GRAVITY	42.7		

INCH – POUND

MIL-DTL-25576E

14 April 2006

SUPERSEDING

MIL-DTL-25576D

20 May 2005

## DETAIL SPECIFICATION

### PROPELLANT, ROCKET GRADE KEROSENE

This specification is approved for use by all Departments and Agencies of the Department of Defense.

Comments, suggestions, or questions on this document should be addressed to DET 3, WR-ALC/AFTT, 2430 C Street, Bldg 70, Area B, Wright-Patterson AFB OH 45433-7632 or e-mailed to [AFPET.AFTT@wpafb.af.mil](mailto:AFPET.AFTT@wpafb.af.mil). Since contact information can change, you may want to verify the currency of this address information using the ASSIST Online database at <http://assist.daps.dla.mil>.

AMSC N/A

FSC 9130

**DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.**

# MIL-DTL-25576E

## 1. SCOPE

1.1 Scope. This specification covers two grades of rocket propellant kerosene for use in rocket engines.

1.2 Classification. Rocket propellant kerosene will be of the following designated grades:

RP-1 – Normal production, total sulfur content of 30 mg/Kg (max), suitable for most uses.

RP-2 – Processed RP-1, total sulfur content of 100 µg/Kg (max).

## 2. APPLICABLE DOCUMENTS

2.1 General. The documents listed in this section are specified in 3, 4, or 5 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in sections 3, 4, or 5 of this specification, whether or not they are listed.

2.2 Government documents.

2.3 Non-government publications. The following documents form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

### AMERICAN SOCIETY FOR TESTING AND MATERIALS, INC. (ASTM)

ASTM D 86	Standard Test Method for Distillation of Petroleum Products at Atmospheric Pressure (DoD Adopted)
ASTM D 93	Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester (DoD Adopted)
ASTM D 130	Standard Test Method for Corrosiveness to Copper from Petroleum Products by Copper Strip Test (DoD Adopted)
ASTM D 240	Standard Test Method for Heat of Combustion of Liquid Hydrocarbon Fuels by Bomb Calorimeter (DoD Adopted)
ASTM D 381	Standard Test Method for Gum Content in Fuels by Jet Evaporation (DoD Adopted)
ASTM D 445	Standard Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity) (DoD Adopted)
ASTM D 1094	Standard Test Method for Water Reaction of Aviation Fuels (DoD Adopted)
ASTM D 1298	Standard Test Method for Density, Relative Density (Specific Gravity), or API Gravity of Crude Petroleum and Liquid Petroleum Products by Hydrometer method (DoD Adopted)
ASTM D 1319	Standard Test Method for Hydrocarbon Types in Liquid Petroleum Products by Fluorescent Indicator Adsorption (DoD Adopted)
ASTM D 2386	Standard Test Method for Freezing Point of Aviation Fuels (DoD Adopted)

## MIL-DTL-25576E

ASTM D 3227	Standard Test Method for (Thiol Mercaptan) Sulfur in Gasoline, Kerosine, Aviation Turbine, and Distillate Fuels (Potentiometric Method) (DoD Adopted)
ASTM D 3241	Standard Test Method for Thermal Oxidation Stability of Aviation Turbine Fuels (JFTOT Procedure) (DoD Adopted)
ASTM D 3343	Standard Test Method for Estimation of Hydrogen Content of Aviation Fuels (DoD Adopted)
ASTM D 4045	Standard Test Method for Sulfur in Petroleum Products by Hydrogenolysis and Rateometric Colorimetry
ASTM D 4052	Standard Test Method for Density and Relative Density of Liquids by Digital Density Meter (DoD Adopted)
ASTM D 4057	Standard Practice for Manual Sampling of Petroleum and Petroleum Products (DoD Adopted)
ASTM D 4177	Standard Practice for Automatic Sampling of Petroleum and Petroleum Products (DoD Adopted)
ASTM D 5452	Standard Test Method for Particulate Contamination in Aviation Fuels by Laboratory Filtration (DoD Adopted)
ASTM D 5453	Standard Test Method for Determination of Total Sulfur in Light Hydrocarbons, Motor Fuels, and Oils by Ultraviolet Fluorescence
ASTM D 5623	Standard Test Method for Sulfur Compounds in Light Petroleum Liquids by Gas Chromatography and Sulfur Selective Detection
ASTM E 29	Standard Practice for Using Significant Digits in Test Data to Determine Conformance with Specifications (DoD Adopted)

(Copies of these documents are available online at <http://www.astm.org> or from the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken PA 19428-2959)

### AMERICAN PETROLEUM INSTITUTE (API)

API/IP Spec 1581	Specifications and Qualification Procedures for Aviation Jet Fuel Filter/Separators
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(Copies of this document are available online at <http://api-ep.api.org> or from API Publications, Global Engineering Documents, 15 Inverness Way East, M/S C303B, Englewood, CO 80112-5776)

2.4 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

### 3. REQUIREMENTS

3.1 Material. The propellant shall consist completely of hydrocarbon compounds except as otherwise specified herein.

3.2 Chemical and physical properties. The chemical and physical properties of the propellant shall conform to those listed in Table I when tested in accordance with applicable test methods.

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**TABLE I. Chemical and physical properties.**

Property	Limits		ASTM Test Method
	RP-1	RP-2	
Distillation			D86
Initial Boiling Point, °F	\1	\1	
Fuel Evaporated, 10%, °F	365-410	365-410	
Fuel Evaporated, 50%, °F	\1	\1	
Fuel Evaporated, 90%, °F	\1	\1	
End Point, °F	525 max	525 max	
Residue, % Vol	1.5 max	1.5 max	
Distillation Loss % Vol	1.5 max	1.5 max	
Specific Gravity, 60/60°F	0.799 – 0.815	0.799 – 0.815	D 1298 <sup>12</sup>
Existent Gum, mg/100mL	1 max	1 max	D 381
Sulfur, Total, mg/Kg	30 max	0.1 max	D 5623 <sup>13</sup>
Mercaptan-sulfur, mg/Kg	3 max	\4	D 3227
Freezing Point, °F	- 60 max	- 60 max	D 2386
Thermal Value: Net Heat of Combustion, BTU/lb	18500 min	18500 min	D 240
Viscosity at - 30°F, cSt	16.5 max	16.5 max	D 445
Aromatics, % Vol	5.0 max	5.0 max	D 1319
Olefins, % Vol	2.0 max	1.0 max	D 1319
Hydrogen Content, % mass	13.8 min	13.8 min	D 3343
Copper Strip Corrosion	1 max	1 max	D 130 <sup>15</sup>
Water Reaction Interface	\6	\6	D 1094
Flash Point, °F	140 min	140 min	D 93
Thermal Stability (JFTOT)			D 3241 <sup>17</sup>
JFTOT, change in pressure drop ( $\Delta P$ ) in 5 hours, mm Hg	\4	\1	
JFTOT, delta TDR Spun	\4	\1	
Particulate, mg/L	1.0 max	1.0 max	D 5452

NOTE:

- \1 – Report only
- \2 – ASTM D 4052 may be used. In case of a dispute, ASTM D 1298 shall be the referee.
- \3 – ASTM D 4045 may be used for RP-2 grade. ASTM D 5453 may be used for RP-1 grade. In case of a dispute, ASTM D 5623 shall be the referee.
- \4 – Not required
- \5 – Follow the procedures specific to kerosene.
- \6 – See 3.2.1 for requirements and 4.3.2.1 for exceptions to ASTM D 1094.
- \7 – For specific test conditions see 4.3.2.2.

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3.2.1 Water reaction. When tested as specified in Table I and 4.3.2.1, the propellant shall have separated sharply from the water layer. The interface shall be equal to or better than rating 1b as described in ASTM D 1094, Table 2. In addition, neither layer shall have changed in volume by more than 1 milliliter.

3.3 Additives. The additives listed herein may be used singly or in combination, in amounts not to exceed those specified. No substance of known dangerous toxicity under usual conditions of handling and use shall be added except as specified herein. The type and amount of each additive used shall be reported and shall be specified in the contract or order.

3.3.1 Antioxidants. The following active inhibitors may be added separately or in combination to the propellant in total concentration not in excess of 8.4 pounds of inhibitor (not including weight of solvent) per 1,000 barrels (6.3.1) of propellant (9.1g/100 US gal) in order to prevent the formation of gum.

- (a) 2,6-ditertiary butyl 4-methyl phenol.
- (b) N, N' disecundary butyl paraphenylenediamine.
- (c) 2,4-dimethyl-6 tertiary-butyl phenol.
- (d) 2,6-ditertiary butyl phenol.

3.3.2 Metal deactivator. A metal deactivator, N, N'-disalicylidene-1, 2-propanediamine, may be added in an amount not to exceed 2 pounds of active ingredient per 1,000 barrels of propellant (2.2 g/100 US gal).

3.3.3 Dye. A dye, methyl derivative of azobenzene-4-azo-2-naphthol, shall be added in an amount not to exceed ½ ounce (wt) per 1000 US gallons of RP-1 propellant. Dye shall not be added to RP-2 propellant.

3.4 Limiting values. For purposes of determining conformance with these requirements, an observed value or a calculated value shall be rounded off to the nearest unit in the last right-hand digit used in expressing the specified limit. This rounding off shall be done in accordance with the rounding-off method of ASTM E 29 (Using Significant Digits in Test Data to Determine Conformance with Specifications).

3.5 Filter. A filter/separator (F/S) conforming to the requirements of API/IP Spec 1581 shall be installed on the fill line upstream of the header used for filling the delivery containers.

3.6 Workmanship. At the time of Government acceptance, the finished propellant shall be visually free from undissolved water, sediment or suspended matter and shall be clear and bright (no haze or cloudiness). In case of a dispute, the propellant shall be clear and bright at 70°F.

#### 4. VERIFICATION

4.1 Classification of inspections. The inspection and testing of the propellant requirements specified herein are classified as quality conformance tests (4.2).

4.2 Quality conformance tests. Quality conformance tests shall consist of the following:

- |                 |       |
|-----------------|-------|
| Individual test | 4.2.1 |
| Sampling test   | 4.2.2 |

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4.2.1 Individual test. The propellant shall be subjected to the following test:

Examination of product

4.3.1

4.2.2 Sampling tests. The propellant shall be sampled in accordance with 4.2.2.1 and the samples tested for conformance to the limits of Table I utilizing the procedures described under 4.3.

4.2.2.1 Sampling plan.

4.2.2.1.1 Lot. A lot shall consist of one of the following:

a. The propellant produced in not more than 24 consecutive hours from a continuous process which is used to fill shipping containers directly from the process output. A continuous process shall be the production of product by continuous input of raw materials and output of finished product by one manufacturer in one plant with no change in manufacturing conditions or materials.

b. The propellant from individual runs of a batch process which is used to fill shipping containers directly from the process output. A batch process shall be the production of product by single additions of raw materials which are reacted and purified forming the product.

c. The propellant from either or both the continuous and batch processes which is held in a single storage tank and subsequently withdrawn to fill shipping containers. The product shall be homogenous at the time of withdrawal and shall not be added to while being withdrawn. After each addition to the storage tank, the contents shall constitute a separate lot.

4.2.2.1.2 Sample. A sample shall consist of no less than two U.S. gallons. Sampling shall be in accordance with ASTM D 4057 or ASTM D 4177.

4.2.2.1.3 Shipping containers. Each bulk container or packaged lot shall be sampled for verification of product quality. The number of containers to be sampled from a packaged lot shall be in accordance with Table II. The first and last drums to be filled within a given lot shall be sampled. Other samples may be selected at random.

**Table II. Sampling Plan**

Number of Containers in Lot	Number of Containers to be Sampled
1	1
2 - 40	2
41 - 70	3
Over 70	4

Note: All bulk shipment containers shall be considered a lot and shall be sampled for verification of product quality.

4.3 Test methods.

4.3.1 Examination of product. The propellant sample shall be visually examined while performing tests specified in Table I to determine compliance with the requirement specified in 3.6. Examination shall be conducted after the sample has been transferred to the test apparatus.

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4.3.2 Testing. Unless otherwise specified by the procuring activity, tests as specified in 3.2 shall be conducted in accordance with ASTM standards, using applicable methods as listed in Table I.

4.3.2.1 Water reaction. The water reaction test shall be conducted in accordance with ASTM D 1094, except that a 2-hour rather than a 5-minute standing period shall be used before evaluating the propellant-water interface.

4.3.2.2 Thermal stability. The thermal stability test shall be conducted in accordance with (IAW) ASTM D 3241 (JFTOT), as modified below. The heater tube shall be rated for deposits using the Alcor Mark 8A Tube Deposit Rater (TDR) as modified in appendix A or the Alcor Mark 9 TDR (see 4.3.2.2.1b)

### 4.3.2.2.1 Test conditions.

- a. Heater tube temperature at maximum point: 671°F
- b. Fuel system pressure: 3.45 MPa (500 lbs/in<sup>2</sup> of gravity)
- c. Fuel flow rate: 3.0 mL/min
- d. Test duration: 300 min
- e. Quantity of test fuel: 1 L

### 4.3.2.2.2 Reported data. The following data shall be reported:

- a. The maximum differential pressure across the test filter in 5 hours.
- b. The maximum SPUN TDR rating (i.e. the maximum difference between the post-test and the pretest TDR rating) reported in TDR units. Both before and after the JFTOT test, use the modified Mark 8A or Mark 9 TDR to rate the heater tube at 2 mm increments from 20 mm to 50 mm along the length of the heater tube.

4.4 Rejection and retest. When any sample of the propellant tested in accordance with 4.2 fails to conform to the requirements specified herein, the entire lot represented by the sample shall be rejected. Rejected material shall not be resubmitted without furnishing full particulars concerning previous rejection and measures taken to overcome defects.

## 5. PACKAGING

5.1 Packaging. For acquisition purposes, the packaging requirements shall be as specified in the contract or order (6.2). When actual packaging of materiel is to be performed by DoD or in-house contractor personnel, these personnel need to contact the responsible packaging activity to ascertain packaging requirements. Packaging requirements are maintained by the Inventory Control Point's packaging activities within the Military Service or Defense Agency, or within the military service's system commands. Packaging data retrieval is available from the managing Military Department's or Defense Agency's automated packaging files, CD-ROM products, or by contacting the responsible packaging activity.

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## 6. NOTES

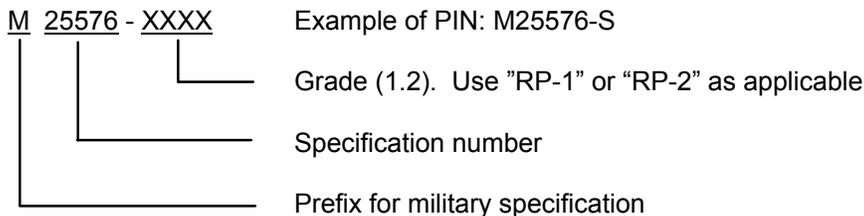
(This section contains information of a general or explanatory nature that may be helpful, but is not mandatory.)

6.1 Intended use. The propellant covered by this specification is intended for use in rocket engines and as a hydraulic fluid medium in rocket engine gimbal systems.

6.2 Acquisition requirements. Acquisition documents must specify the following:

- a. Title, number, and date of this specification.
- b. Grade of the propellant required (1.2).
- c. Method of shipment, type and capacity of containers.
- d. Quantity by weight.
- e. Packaging requirements (5. 1).
- f. That one copy of the certificate of analysis, signed by the contractor's representative, listing values obtained on all tests shall accompany each shipment delivered to the consignee. In addition, one copy shall also be furnished to DET 3 WR-ALC/AFTT, 2430 C Street, Bldg 70, Area B, Wright-Patterson AFB, OH 45433-7632

6.3 Part or identifying number (PIN). The PINs to be used for rocket grade propellant kerosene acquired to this specification are created as follows:



6.4 Definitions.

6.4.1 Barrel. A barrel as specified herein will contain 42 U.S. gallons.

6.5 Subject term (key word) listing.

- Antioxidant
- Fuel
- Kerosene
- Metal deactivator
- Propellant
- RP-1
- RP-2
- Rocket engine

6.6 Changes from previous issue. The margins of this specification are marked with change bars to indicate where changes from the previous issue were made. This was done as a convenience only and the Government assumes no liability whatsoever for any inaccuracies in these notations. Bidders and contractors are cautioned to evaluate the requirements of this document based on the entire content irrespective of the marginal notations and relationship to the last previous issue.

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## APPENDIX A

## ALCOR MARK 8A TUBE DEPOSIT RATER MODIFICATIONS

A.1 Scope. This appendix gives instructions for the modification of Alcor Mark 8A Tube Deposit Rater (TDR) so that accurate measurements of the Delta Spun TDR ratings can be obtained. This appendix is a mandatory part of the specification. The information contained herein is intended for compliance.

A.2 Summary. JFTOT heater tubes often have a pretest Spun TDR rating of zero or below when rated with the Mark 8A TDR IAW ASTM D 3241. This occurs because the surface finish of the heater tube test section is difficult to control and new heater tubes have pretest ratings which range from about -5 TDR units to about +5 TDR units. To compensate accurately for differences in the pretest ratings of the JFTOT heater tubes, the pretest rating is subtracted from the post test rating to obtain the Delta Spun TDR rating. However, the production model of the Mark 8A TDR cannot rate tubes below the zero TDR level since the range of the meter is 0 to +50 TDR units. Accurate positive and negative TDR values can be obtained when the original meter is replaced with a digital millivolt meter that can read both positive and negative voltages. (NOTE: If the modification instructions given below are followed, 1 millivolt (mv) will equal 1 TDR unit.) This appendix gives the instructions necessary to make this change.

## A.3 APPARATUS

A.3.1 Tube Deposit Rater (TDR). Alcor Mark 8A Tube Deposit Rater IAW ASTM D 3241.

A.3.2 Digital meter. Digital millivolt meter with a minimum scale range of  $\pm 50$  mv and a minimum accuracy of  $\pm 2$  percent at 50 mv. The digital millivolt meter must have a range of  $\pm 199.9$  mv and input power requirements of 120/240 VAC, 50 to 400 Hz.

A.3.3 Resistor. A 1000 ohm resistor,  $\frac{1}{4}$  watt (required for Option 2, below).

A.3.4 Hardware. Suitable electrical wiring, connectors, and other hardware to connect electrically the digital millivolt meter to the Mark 8A TDR and, if desired, to physically attach the digital millivolt meter to the Mark 8A TDR.

## A.4 PROCEDURE

A.4.1 Option 1. Leave the existing meter in place. This option will enable the use of the TDR with either the existing meter or with the digital millivolt meter, but not concurrently. The two meters will not give identical readings; therefore, the TDR must be calibrated using the meter selected for use.

A.4.1.1 Hook-up. Connect the digital millivolt meter in parallel with the existing meter. It may be necessary to drill holes in the TDR case to bring out electrical leads from the existing meter terminals to the digital millivolt meter. The 1000 ohm resistor is not used with this option. To avoid confusion, it is suggested that the face of the existing meter be covered when the digital millivolt meter is used.

A.4.2 Option 2. Replace the existing meter. This option is recommended, as there will be a small but significant difference in the readings of the digital millivolt meter and the existing meter when option 1 is used. Confusion could arise with both meters operational.

A.4.2.1 Hook-up. Remove the existing meter from the Mark 8A TDR. Connect the 1000 ohm resistor between the two leads that were connected to the existing meter. Connect the digital millivolt meter in parallel with the 1000 ohm resistor. With the existing meter removed, leads from the TDR to the digital millivolt meter can be brought out through the front of the TDR, as there will be a 2-inch diameter

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hole where the meter was located. If the digital millivolt meter gives negative readings during calibration, reverse the leads that lead to the digital millivolt meter

A.4.3 Digital meter. It may be possible to find a suitable digital millivolt meter that can be installed within the TDR case in lieu of the original meter. However, most digital millivolt meters are considerably deeper than the original TDR meter and there may not be sufficient room to accommodate the new meter within the TDR case. It may be possible, however, to obtain digital meters which have a detachable display that could be mounted on the front of the TDR with the remainder of the digital meter located within the TDR case (if there is room) or attached to the side or back of the TDR (some users may want to connect the AC power input to the digital meter through the TDR on-off switch).

A.5 Calibration. The calibration procedure for the digital millivolt meter is the same as that for the original meter. The Low Cal and High Cal controls are used to adjust the meter readings to agree with the calibration tube ratings as before. Note the greater sensitivity of the digital millivolt meter may cause some jitter, but this should only be in the tenth of a millivolt (i.e. TDR unit) range.

### A.6 OPERATION

A.6.1 Tube Deposit Rater (TDR). Mark 8A Tube Deposit Rating methods. See ASTM D 3241.

A.6.2 Delta Spun TDR. With the digital millivolt meter, negative TDR ratings are possible and the sign (i.e. plus [+] or minus [-]) of the TDR rating must be recorded as well as the TDR value. The pretest rating must be algebraically subtracted from the post test rating to obtain the Delta Spun TDR rating. The Delta Spun TDR shall be determined along the length of the JFTOT tube from position 14 to position 56 at 2-mm increments. The largest value shall be reported.

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Custodians:

Army – CR4  
Navy – AS  
Air Force – 68  
DLA - PS

Preparing activity:

Air Force – 68  
(Project 9130-2006-001)

Review activities:

Army – MI  
Air Force – 19

Civil agency:

NASA – NA

Note: The activities listed above were interested in this document as of the date of this document. Since organizations and responsibilities can change, you should verify the currency of the information using the ASSIST Online database at <http://assist.daps.dla.mil>.

SOLICITATION NO. SP0600-09-R-0300  
ATTACHMENT 4

<b>TRANSPORT EQUIPMENT DELAY CERTIFICATE</b>					
1. CONSIGNOR		2. CONSIGNEE		3. PRODUCT	
4. CARRIER		5. TRAILER NUMBER		6. DATE SHIPPED	
7. FREIGHT BILL NUMBER		8. CBL NUMBER		9. SEAL NUMBER	
<b>10. LOADING/UNLOADING INFORMATION</b>					
	DATE RECEIVED	TIME		DATE RECEIVED	TIME
A. ARRIVED			D. FINISH		
B. ACCEPTED FOR LOADING/UNLOADING			E. UNIT RELEASED		
C. START			F. TOTAL HOUR HELD		
<b>11. REASON FOR DELAY</b> <i>(Make a complete statement adequately describing each segment of delay, amount of time on each delay, and whether delay was the responsibility of carrier or consignee/consignor)</i>					
12. DETENTION CERTIFICATION STATEMENT : I certify that the above information is true and correct to the best of my knowledge.					
SIGNATURE AND TITLE OF CONSIGNEE		SIGNATURE AND TITLE OF SHIPPER		SIGNATURE OF DRIVER	
13. NOTE TO CARRIER: A copy of "TRANSPORT EQUIPMENT DELAY CERTIFICATE" must accompany each detention invoice to provide documentation for invoice certification and payment.					

ATTACHMENT 5

MOTOR VEHICLE INSPECTION (TRANSPORTING HAZARDOUS MATERIALS)											
<i>(Read Instructions before completing this form.)</i>											
<b>This form applies to all vehicles which must be marked or placarded in accordance with Title 49 CFR.</b>						1. GOVERNMENT BILL OF LADING/TRANSPORTATION CONTROL NUMBER					
SECTION 1 - DOCUMENTATION				ORIGIN a.				DESTINATION b.			
2. CARRIER/GOVERNMENT ORGANIZATION											
3. DATE/TIME OF INSPECTION											
4. LOCATION OF INSPECTION											
5. OPERATOR(S) NAME(S)											
6. OPERATOR(S) LICENSE NUMBER(S)											
7. MEDICAL EXAMINER'S CERTIFICATE*											
8. <i>(X if satisfactory at origin)</i>								9. CVSA DECAL DISPLAYED ON COMMERCIAL EQUIPMENT*			
a. MILITARY HAZMAT ENDORSEMENT				d. ERG OR EQUIVALENT COMMERCIAL:		YES		NO			
b. VALID LEASE*				e. DRIVER'S VEHICLE INSPECTION REPORT*						a. TRUCK/TRACTOR	
c. ROUTE PLAN				f. COPY OF 49 CFR PART 397						b. TRAILER	
SECTION 11 - MECHANICAL INSPECTION											
<i>All items shag be checked on empty equipment prior to loading. Items with an asterisk shag be checked on all incoming loaded equipment.</i>											
10. TYPE OF VEHICLE(S)						11. VEHICLE NUMBER(S)					
12. PART INSPECTED <i>(X as applicable)</i>		ORIGIN (1)		DESTINATION (2)		ORIGIN (1)		DESTINATION (2)		COMMENTS (3)	
		SAT	UNSAT	SAT	UNSAT	SAT	UNSAT	SAT	UNSAT		
a. SPARE ELECTRICAL FUSES						k EXHAUST SYSTEM					
b. HORN OPERATIVE						l BRAKE SYSTEM*					
c. STEERING SYSTEM						m. SUSPENSION					
d. WINDSHIELD/WIPERS						n. COUPLING DEVICES					
e. MIRRORS						o. CARGO SPACE					
f. WARNING EQUIPMENT						p. LANDING GEAR*					
g. FIRE EXTINGUISHER*						q. TIRES, WHEELS, RIMS					
h. ELECTRICAL WIRING						r. TAILGATE/DOORS*					
i. LIGHTS AND REFLECTORS						s. TARPULIN*					
j. FUEL SYSTEM*						t. OTHER (Specify)					
13. INSPECTION RESULTS <i>(X one)</i> ACCEPTED						REJECTED					
<i>(If rejected give reason under "Remarks ". Equipment will be approved if deficiencies are corrected prior to loading.)</i>											
14. SATELLITE MOTOR SURVEILLANCE SYSTEM: <i>(X one)</i> ACCEPTED						REJECTED					
15. REMARKS											
16. INSPECTOR SIGNATURE <i>(Origin)</i>						17. INSPECTOR SIGNATURE <i>(Destination)</i>					
SECTION III - POST LOADING INSPECTION											
This section applies to Commercial and Government/Military vehicles. All items will be checked prior to release of loaded equipment and shall be checked on all incoming loaded equipment.						ORIGIN (1)		DESTINATION (2)		COMMENTS (3)	
		SAT	UNSAT	SAT	UNSAT	SAT	UNSAT	SAT	UNSAT		
18. LOADED IAW APPLICABLE SEGREGATION/COMPATIBILITY TABLE OF 49 CIFIR											
19. LOAD PROPERLY SECURED TO PREVENT MOVEMENT											
20. SEALS APPLIED TO CLOSED VEHICLE; TARPULIN APPLIED ON OPEN EQUIPMENT											
21. PROPER PLACARDS APPLIED											
22. SHIPPING PAPERS/DD FORM 836 FOR GOVERNMENT VEHICLE SHIPMENTS											
23. COPY OF DID FORM 626 FOR DRIVER											
24. SHIPPED UNDER DOT EXEMPTION 868											
25. INSPECTOR SIGNATURE <i>(Origin)</i>						26. DRIVER(S) SIGNATURE <i>(Origin)</i>					
27. INSPECTOR SIGNATURE <i>(Destination)</i>						28. DRIVER(S) SIGNATURE <i>(Destination)</i>					

## INSTRUCTIONS

### SECTION I - DOCUMENTATION

#### General Instructions.

All items (2 through 9) will be checked at origin prior to loading. Items with an asterisk (\*) apply to commercial operators or equipment only. Only Items 2 through 7 are required to be checked at destination.

Items 1 through 5. Self explanatory.

Item 6. Enter operator's Commercial Driver's License (CDL) number or Military OF-346 License Number. CDL and OF-346 must have the HAZMAT and other appropriate endorsements IAW Part 383.

Item 7. \*Enter the expiration date listed on the Medical Examiner's Certificate.

Item 8.a. APPLIES TO MILITARY OPERATORS ONLY. Military Hazardous Materials Certification. In accordance with applicable service regulations, ensure operator has been certified to transport hazardous materials.

b. \*Valid Lease. Shipper will ensure a copy of the appropriate contract of lease is carried in all leased vehicles and is available for inspection. (Defense Transportation Regulation (DTR) requirement.)

c. Route Plan. Prior to loading any Hazard Class/Division 1.1, 1.2, or 1.3 (Explosives) for shipment, ensure that the operator possesses a written route plan in accordance with 49 CFR Part 397. Route Plan requirements for Hazard Class 7 (Radioactive) materials are found in 49 CFR 397.101.

d. Emergency Response Guidebook (ERG) or Equivalent. Commercial operators must be in possession of an ERG or equivalent document. Shipper will provide applicable ERG page(s) to military operators.

e. \*Driver's Vehicle Inspection Report. Review the operator's Vehicle Inspection Report. Ensure that there are no defects listed on the report that would affect the safe operation of the vehicle.

f. Copy of 49 CFR Part 397. Operators are required by regulation to have in their possession a copy of 49 CFR Part 397 (Hazardous Materials Driving and Parking Rules). If military operators do not possess this document, shipper may provide a copy to operator.

Item 9. \*Commercial Vehicle Safety Alliance (CVSA) Decal. Check to see if equipment has a current CVSA decal and mark applicable box. Vehicles without CVSA, check documentation of the last vehicle periodic inspection.

### SECTION 11 - MECHANICAL INSPECTION

#### General Instructions.

All items (12.a. through 12.t.) will be checked on all incoming empty equipment prior to loading. All UNSATISFACTORY conditions must be corrected prior to loading. Items with an asterisk (\*) shall be checked on all incoming loaded equipment. Unsatisfactory conditions that would affect the safe off-loading of the equipment must be corrected prior to unloading.

### SECTION 11 (Continued)

Item 12.a. Spare Electrical Fuses. Check to ensure that at least one spare fuse for each type of installed fuse is carried on the vehicle as a spare or vehicle is equipped with an overload protection device (circuit breaker). (49 CFR 393.95)

b. Horn Operative. Ensure that horn is securely mounted and of sufficient volume to serve purpose. (49 CFR 393.81)

c. Steering System. The steering wheel shall be secure and must not have any spokes cracked through or missing. The steering column must be securely fastened. Universal joints shall not be worn, faulty or repaired by welding. The steering gear box shall not have loose or missing mounting bolts or cracks in the gear box mounting brackets. The pitman arm on the steering gear output shaft shall not be loose. Steering wheel shall turn freely through the limit of travel in both directions. All components of a power steering system must be in operating condition. No parts shall be loose or broken. Belts shall not be frayed, cracked or slipping. The power steering system shall not be leaking. (49 CFR 396 Appendix G)

d. Windshield/Wipers. Inspect to ensure that windshield is free from breaks, cracks or defects that would make operation of the vehicle unsafe; that the view of the driver is not obscured and that the windshield wipers are operational and wiper blades are in serviceable condition. Defroster must be operative when conditions require. (49 CFR 393.60, 393.78 and 393.79)

e. Mirrors. Every vehicle must be equipped with two rear vision mirrors located so as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Mirrors shall not be cracked or dirty. (49 CFR 393.80)

f. Warning Equipment. Equipment must include three bidirectional emergency reflective triangles that conform to the requirements of FMVSS No. 125. FLAME PRODUCING DEVICES ARE PROHIBITED. (49 CFR 393.95)

g. Fire Extinguisher. Military vehicles must be equipped with two serviceable fire extinguishers with an Underwriters Laboratories rating of 10 BC or more. (Commercial motor vehicles must be equipped with one serviceable 10 BC Fire Extinguisher). Fire extinguisher(s) must be located so that it is readily accessible for use and securely mounted on the vehicle. The fire extinguisher must be designed, constructed and maintained to permit visual determination of whether it is fully charged. (49 CFR 393.95)

h. Electrical Wiring: Electrical wiring must be clean and properly secured. Insulation must not be frayed, cracked or otherwise in poor condition. There shall be no uninsulated wires, improper splices or connections. Wires and electrical fixtures inside the cargo area must be protected from the lading. (49 CFR 393.28, 393.32, 393.33)

## INSTRUCTIONS

### SECTION 11 (Continued)

i. Lights/Reflectors. (Head, tail, turn signal, brake, clearance, marker and identification lights, Emergency Flashers). Inspect to see that all lighting devices and reflectors required are operable, of proper color and properly mounted. Ensure that lights and reflectors are not obscured by dirt or grease or have broken lenses. High/Low beam switch must be operative. Emergency Flashers must be operative on both the front and rear of vehicle. (49 CFR 393)

j. Fuel System. Inspect fuel tank and lines to ensure that they are in serviceable condition, free from leaks, or evidence of leakage and securely mounted. Ensure that fuel tank filler cap is not missing. Examine cap for defective gasket or plugged vent. Inspect filler necks to see that they are in completely serviceable condition and not leaking at joints. (49 CFR 393.83 and 396 Appendix G)

k. Exhaust System. Exhaust system shall discharge to the atmosphere at a location to the rear of the cab or if the exhaust projects above the cab, at a location near the rear of the cab. Exhaust system shall not be leaking at a point forward of or directly below the driver compartment. No part of the exhaust system shall be located where it will burn, char or damage electrical wiring, fuel system or any other part of the vehicle. No part of the exhaust system shall be temporarily repaired with wrap or patches. (49 CFR 393.83 and 396 Appendix G)

1. Brake System (to include hand brakes, parking brakes and Low Air Warning devices). Check to ensure that brakes are operational and properly adjusted. Check for audible air leaks around air brake components and air lines. Check for fluid leaks, cracked or damaged lines in hydraulic brake systems. Ensure that parking brake is operational and properly adjusted. Low Air Warning devices must be operative. (49 CFR 396 Appendix G)

m. Suspension. Inspect for indications of misaligned, shifted or cracked springs, loosened shackles, missing bolts, spring hangers unsecured at frame and cracked or loose U-bolts. Inspect for any unsecured axle positioning parts, and sign of axle misalignment, broken torsion bar springs (if so equipped). (49 CFR 396 Appendix G)

n. Coupling Devices (Inspect without uncoupling). Fifth Wheels: Inspect for unsecured mounting to frame or any missing or damaged parts. Inspect for any visible space between upper and lower fifth wheel plates. Ensure that the locking jaws are around the shank and not the head of the kingpin. Ensure that the release lever is seated properly and safety latch is engaged. Pintle Hook, Drawbar, Towbar Eye and Tongue and Safety Devices: Inspect for unsecured mounting, cracks, missing or ineffective fasteners (welded repairs to pintle hook is prohibited). Ensure safety devices (chains, hooks, cables) are in serviceable condition and properly attached. (49 CFT 396 Appendix G)

o. Cargo Space. Inspect to ensure that cargo space is clean and free from exposed bolts, nuts, screws, nails or inwardly projecting parts that could damage the lading. Check floor to ensure it is tight and free from holes. Floor shall not be permeated with oil or other substances. (49 CFR 177.815(e)(1) and 398.94)

p. Landing Gear. Inspect to ensure that landing gear and assembly are in serviceable condition, correctly assembled, adequately lubricated and properly mounted.

### SECTION 11 (Continued)

q. Tires, Wheels and Rims: Inspect to ensure that tires are properly inflated. Flat or leaking tires are unacceptable. Inspect tires for cuts, bruises, breaks and blisters. Tires with cuts that extend into the cord body are unacceptable. Thread depth shall not be less than: 4/32 inches for tires on a steering axle of a power unit, and 2/32 inches for all other tires. Mixing bias and radial on the steering axle is prohibited. Inspect wheels and rims for cracks, unseated locking rings, broken, loose, damaged or missing lug nuts or elongated stud holes. (49 CFR 396 Appendix G)

r. Tailgate/Doors. Inspect to see that all hinges are tight in body. Check for broken latches and safety chains. Doors must close securely. (49 CFR 177.835(h))

s. Tarpaulin. If shipment is made on open equipment, ensure that lading is properly covered with fire and water resistant tarpaulin. (49 CFR 177.835(h))

t. Other Unsatisfactory Condition. Note any other condition which would prohibit the vehicle from being loaded with hazardous materials.

Item 14. For AA&E and other shipments requiring satellite surveillance, ensure that the Satellite Motor Surveillance System is operable. Shipper will instruct the driver to send a "test" emergency message to DTTS by having the driver activate the "emergency (panic) button". Shipper will contact DTTS at 1-800-826-0794 to verify that test message was received. Message must be received by DTTS for system to be considered operational.

### SECTION III - POST LOADING INSPECTION

#### General Instructions.

All items will be checked prior to the release of loaded equipment. Shipment will not be released until deficiencies are corrected. All items will be checked on incoming loaded equipment. Deficiencies will be reported in accordance with applicable service regulations.

Item 18. Check to ensure shipment is loaded in accordance with 49 CFR Part 177.848 and the applicable Segregation or Compatibility Table of 49 CFR 177.848.

Item 19. Check to ensure the load is secured from movement in accordance with applicable service outload drawings.

Item 20. Check to ensure seal(s) have been applied to closed equipment; fire and water resistant tarpaulin applied on open equipment.

Item 21. Check to ensure each transport vehicle has been properly placarded in accordance with 49 CFR Part 172 Subpart F.

Item 22. Check to ensure operator has been provided shipping papers that comply with 49 CFR Part 172 Subpart C. For shipments transported by Government vehicle, shipping paper will be DD Form 836.

Item 23. Ensure operator(s) sign DD Form 626, are given a copy and understand the hazards associated with the shipment.

Item 24. Applies to Commercial Shipments Only. If shipment is made under DOT Exemption 868, ensure that shipping papers are properly annotated and copy of Exemption 868 is with shipping papers.

**CONTRACTOR PERFORMANCE DATA SHEET**

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

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

COMPANY NAME AND CONTRACT NUMBER (IF APPLICABLE)	TOTAL DOLLAR AMOUNT AT AWARD AND AT COMPLETION	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QTY	METHOD OF DELIVERY	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE