

Date: November 20, 2001

From: Tammie L. Coll
Defense Energy Support Center/DESC-BZD
8725 John J. Kingman Rd., Suite 4950
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SUBJECT: Atlantic/Europe/Mediterranean (AEM) Supplemental Solicitation SP0600-01-R-0033-0001 for JP8

1. This is solicitation SP0600-01-R-0033-0001 for purchase of JP8 for the Atlantic/Europe/Mediterranean Supplemental Requirement. This supplemental solicitation incorporates the terms and conditions of solicitation SP0600-01-R-0033 (AEM Basic) issued January 19, 2001 and Amendments 0001-0004, with the exception of clause deletions, modifications and additions reflected herein. (If you need a copy of SP0600-01-R-0033, please visit our web site at <http://www.desc.dla.mil>).
2. Clause B1, SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001):

| Item Product/Specification | Estimated Quantity (USG) |
|---|--------------------------|
| Turbine Fuel, Aviation, JP8 NSN 9130-01-031-5816 MIL-DTL-83133E, Clause C16.64-1 Purchase Program No: 1.1i | 100,380,000 |

| Item | Location/activity | Method of delivery | Estimated Quantity (USG) | Offer Price (USD/USG) |
|------|--|--------------------|--------------------------|-----------------------|
| 0214 | DFSP ROTA, SPAIN Note: FSII, SDA and CI are required | TK/BG/PL | 29,610,000 | |
| 0215 | DFSP CEPS, FRANCE | TK/PL | 16,800,000 | |
| 0216 | LAJES FIELD, AZORES Note: FSII, SDA and CI are required | TK | 9,870,000 | |
| 0217 | MERCIN, TURKEY Note: FSII, SDA and CI are required | TK | 44,100,000 | |

NOTES:

- (a) Tanker offers must be on a FOB Origin Basis, unless tanker destination offer is in-country using an in-country flag vessel.
- (b) DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker or barge to requiring activities.

(c) ACCEPTABLE LOCATIONS FOR TANKER ENTRY INTO DFSP CEPS ARE:

1. FRANCE: Marseilles, Le Havre
2. BELGIUM: Antwerp

(d) ACCEPTABLE LOCATIONS FOR PIPELINE ENTRY INTO DFSP CEPS ARE:

3. FRANCE: St. Baussant, Reichstett, Marseilles, Freyzin, Le Havre
4. BELGIUM: Antwerp, Ghent
5. NETHERLANDS: Rotterdam
6. GERMANY: Lingen

(e) LINGEN, ROTTERDAM, ANTWERP, GHENT, LE HAVRE, AND REICHSTETT ENTRY POINTS INTO CEPS REQUIRE SDA.

3. Evaluation of tanker (TK) mode offers will be in accordance with Clause M24.03, EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC MAY 2000). For all requirements, the tanker mileage will be computed based on a tanker originating at Souda Bay, Crete, transiting to the offeror's refinery, transiting to the offload port for the requirement, and returning to Souda Bay, Crete.

4. In accordance with clause F1.25, DELIVERY AND ORDERING PERIODS (DESC JUL 1995), the ordering and delivery periods will be:

(a) **Ordering Period Begins: Date of Award and Ends: June 30, 2002.**

(b) **Delivery Period Begins: February 1, 2002 and Ends: June 30, 2002 plus a 30-day carry-over period.**

5. The following will be incorporated into paragraph (f) Table of Clause B19.34, ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC APR 1997):

| Name of Publication | Heading Under Which Reference Price is Published and Price Report | Reference Price Effective <u>DECEMBER 12, 2000</u> (Exclude All Taxes) |
|---|---|--|
| Platt's Oilgram Price Report (U.S. Edition) | Product Price Assessments (European Bulk) | Compute average low/high prices for ten published effective days' prices preceding date of lift. |

a. Reference product: Jet Kerosene (100% Cargoes CIF NWE Basis ARA)

Reference price: **\$0.990272** (assume lift on December 12, 2000)

b. Reference product: Jet Kerosene * (100% FOB MED BASIS Italy)

Reference price: **\$0.880732** (assume lift on December 12, 2000)

* Offered prices, which are submitted based on the escalator, Jet Kerosene, FOB Med Basis Italy, will be subject to a positive adjustment factor of \$0.030508 USD/USG for evaluation purposes only.

ATLANTIC/EUROPE/MEDITERRANEAN (AEM) SUPPLEMENTAL FOR JP8

6. No hard copy of this solicitation will be issued however, the following information must be provided with your initial offer:

Offer Schedule

| Item | Product | Quantity (USG) | Mode | (O) Orig or (D) Dest | Shipping/FOB Point | Offer Unit Price (USD/USG) Eff. December 12, 2000 |
|------|---------|----------------|------|----------------------|--------------------|---|
| | JP8 | | | | | |
| | JP8 | | | | | |
| | JP8 | | | | | |
| | JP8 | | | | | |

a. State the minimum/maximum quantities for award by shipping point:

| Product | Mode | Shipping Point | Minimum Qty (USG) | Maximum Qty (USG) |
|---------|------|----------------|-------------------|-------------------|
| JP8 | | | | |

b. State minimum/maximum quantities (parcel size) for each individual lift:

| Product | Mode | Shipping Point | Minimum Qty (BBLs) | Maximum Qty. (BBLs) |
|---------|------|----------------|--------------------|---------------------|
| JP8 | | | | |

c. State the maximum quantity available per month per product:

| Product | Mode | Maximum Monthly Quantity (USG) |
|---------|------|--------------------------------|
| JP8 | | |

- d. State the minimum number of days between lifts per product (please state if there is no interval required between lifts):

| Product | Mode | Number of Days Between Lifts |
|---------|------|------------------------------|
| JP8 | | |

NOTES:

- (1) FOR EVALUATION PURPOSES ONLY: DESC will add 5 days to offered tanker lift intervals and 3 days to offered barge lift intervals to determine if the maximum total quantity offered for each item can be lifted under a resultant contract. Additionally, if multiple lift intervals are offered, DESC will evaluate the maximum quantity for award based on the most restrictive lift interval. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. The Government reserves the right to schedule lifts in accordance with the lift intervals indicated in the Schedule of the resultant contract. If the evaluation of each item results in less total quantity than the total quantity offered for that item, then the Government may not award more than the evaluated total quantity. However, offerors should consider the Government’s evaluation factors for tanker lift intervals to assure lift intervals and parcel sizes provide for full evaluation of total offered quantity for all items by all modes of delivery.
- (2) Unless you define otherwise, lift interval is the time between when the vessel completes loading (released by the Government Inspector) until the Scheduled Delivery Date of the next lifting for a specific product.
- (3) No tanker rates can be provided for tanker offers when the refinery and the DFSP are within the same port complex or within 100 nautical miles.

- e. Identify the mean low water (MLW) depth at the shipping point and the channel approach leading to the dock (Identify the most restrictive point).

| Feet | Shipping Point |
|------|----------------|
| | |

Any water depth draft at mean low water of less than 38 feet (36 feet from Clause F52 plus 2 feet for safety allowance) for tanker, will receive an evaluation penalty.

f. FOR ALL NEW OFFERORS/NEW LOCATIONS OFFERED ONLY. Please provide the map coordinates for your shipping point/refinery point.

| Map Coordinates |
|-----------------|
| |

g. State your vessel length overall (LOA) restriction/capacity for each method of delivery:

| LOA | Mode | Shipping Point |
|-----|------|----------------|
| | TK | |
| | TK | |

Minimum LOA of **675 feet** for tanker lifts is required in order to accommodate vessels employed by the Government for FOB Origin requirements specified in this solicitation.

h. Specify any other port restrictions that would apply to a vessel loading at the facility (i.e., height restrictions from vessel waterline to vessel manifold; vessel dead weight tonnage (DWT); requirements for inert gas systems; vapor control hook-ups; closed loading; vessel inspections; daylight berthing only, etc):

i. Specify maximum ballast receiving capability for each shipping point. _____

j. Specify operating hours for berthing and loading: _____

k. Any restriction is subject to the Government applying a transportation penalty for evaluation purposes. Any restriction not identified will not be considered when calculating laytime allowance (See Clause F52).

- 7. Acceptance of the terms and conditions of RFP SP0600-01-R-0033 and Amendments 0001-0004 is required and must be stated in the offer.**
8. If you submitted an offer under SP0600-01-R-0033 Bulk Fuel requirement, please confirm that the certifications and representations of the offer remain in effect for your offer under SP0600-01-R-0033-0001.
- 9. Closing date and time for this solicitation is December 4, 2001 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.**
10. Offers received after the date and time specified above will be considered late in accordance with paragraph (f) to Clause L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC FEB 2000).
11. The following tentative negotiation schedule is provided for planning purposes. Note this schedule is subject to change at any time:

| | |
|---------------------|---|
| Dec 4, 2001 | Initial Offer Closing Date (1:00 p.m.) |
| Dec 13, 2001 | NEGOTIATIONS OPEN |
| Jan 3, 2002 | NEGOTIATIONS CLOSE |

12. The facsimile transmission number is (703) 767-8506. If for any reason you experience any difficulties with this number, or if you have questions concerning this solicitation please contact Contract Specialist, Tammie L. Coll at telephone (703) 767-9312.
13. Please see the attached clauses that are updated from the basic solicitation, SP0600-01-R-0033.
14. **JOY E. MULLORI**, Overseas Contracting Officer, sends.

II.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC MAR 2001)

(a) **INSPECTION/ACCEPTANCE.** See Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** See Addendum.

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

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

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

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

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

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

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

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made. Also see Addendum.

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

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

destination.

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

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

cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

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

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

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

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

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

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

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

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

(FAR 52.212-4, **tailored**/DESC 52.212-9F40)

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2001)

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), 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 or components:

[Contracting Officer must check as appropriate.]

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

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

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

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

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

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

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

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

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

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

52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).

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

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

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

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

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

52.223-9, *Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii))*. Alt I (42 U.S.C. 6962(i)(2)(C)).

52.225-1, Buy American Act - Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).

52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). Alt I. Alt II.

52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

52.225-16, Sanctioned European Union Country Services (E.O. 12849).

52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

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

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

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). Alt I.

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

[Contracting Officer must check as appropriate.]

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

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FAR 52.212-5)

C11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000), Paragraph 3, please check [X] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) which is hereby incorporated by reference.

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 1st, November 1st, January 1st, March 1st, and May 1st.

(DESC 52.246-9FT1)

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2000)

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

AREA OF LIFT (SHIPMENT)

DESC ADDRESS AND TELEPHONE NUMBER

Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia

Defense Energy Support Center - Fort Dix
5249 Delaware Avenue
Fort Dix, NJ 08640-5000
TELEPHONE: 609-562-2074/2075
DSN: 944-2074/2075
FAX: 609-562-6158
DSN (FAX): 944-6158

Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, and Wyoming

Defense Energy Support Center - St. Louis
66 Sherman Road
Jefferson Barracks
St. Louis, MO 63125-1513
TELEPHONE: 314-260-8786/8787
DSN: 490-8786/8787
FAX: 314-260-8796
DSN (FAX): 490-8796

Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Bolivia, Caribbean Area, Colombia, El Salvador, Honduras, Mexico, Puerto Rico, and West Indies

Defense Energy Support Center - Houston
2320 La Branch Street, Suite 1005
Houston, TX 77004-1091
TELEPHONE: 713-718-3883
DSN: 940-1373
FAX: 713-718-3891/3899

California, Idaho, Montana, Nevada, Oregon, Utah, and Washington

Defense Energy Support Center - Los Angeles
3171 N. Gaffey Street
San Pedro, CA 90731-1099
TELEPHONE: 310-900-6960

FAX: 310-900-6976

Alaska and Aleutians

Defense Energy Support Center - Alaska
 Elmendorf AFB, AK 99506-5000
 TELEPHONE: 907-552-3760/2857/4650
 TWX: 907-753-0517

(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):

| <u>AREA</u> | <u>FOOTNOTE</u> | <u>AREA</u> | <u>FOOTNOTE</u> |
|--|-----------------|-----------------------------|-----------------|
| Afghanistan | 2 | Marianas | 3 |
| Africa (except countries assigned to DFR Middle East) | 1 | Mediterranean Sea countries | 1 |
| Alaska | 3 | New Zealand | 3 |
| Australia | 3 | Oman | 2 |
| Bahrain | 2 | Pakistan | 2 |
| Burma | 3 | Philippines | 3 |
| Djibouti | 2 | Qatar | 2 |
| East Indies | 3 | Ryukyu Islands | 3 |
| Egypt | 2 | Saudi Arabia | 2 |
| Ethiopia | 2 | Somalia | 2 |
| Europe (continental) | 1 | South Pacific Islands | 3 |
| Hawaii | 3 | Sri Lanka | 3 |
| Indian Ocean countries | 3 | Sudan | 2 |
| Japan | 3 | Taiwan | 2 |
| Jordan | 2 | Thailand | 3 |
| Kenya | 2 | Turkey | 1 |
| Korea | 3 | United Arab Emirates | 2 |
| Kuwait | 2 | United Kingdom | 1 |
| Malaya | 3 | Yemen | 2 |

FOOTNOTES:

1. DESC Europe
 American Arms Hotel
 August STR 6 Box 224
 65189 Wiesbaden, Germany

Phone:
 COM 49-611-380-7666
 FAX 011 49-611-380-7412

3. DESC Pacific
 Box 64110
 Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692
 FAX (808) 477-5710

2. DESC Middle East
 PSC 451, Box 386
 FPO AE 09834-0386

Phone: Awali, Bahrain
 DSN (318) 439-4650
 COM 011 973-724650
 FAX 011 973-724670

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

| DATA | DD FORM 250 BLOCK NO./DATA |
|----------------------------------|---|
| A. National stock number | 16 Enter as cited |
| B. Quantity | 17 Enter as cited |
| C. Contract number | 1 Enter as cited |
| D. Contract line item number | 15 Enter as cited |
| E. Shipment number/SUPAAC | 2 Enter as cited |
| F. Day commenced loading/pumping | 16 Enter for pipeline, if cited |
| G. Bill of lading (B/L) number | 4 Enter as cited, for f.o.b. origin shipments only |
| H. Delivery order number | 1 Enter as cited |
| I. Final shipment indicator | 2 Enter, if cited, after "Shipment No." |
| J. Product Shipment Day | 3 Enter as cited, for f.o.b. origin shipments only |
| K. Product receipt day | 22 Enter as cited, for other than f.o.b. origin shipments |
| L. Mode of shipment | 4 Enter as cited |

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.

(DESC 52.242-9FQ1)

M10 EVALUATION - ALL OR NONE (DESC MAR 2000)

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

M24.03 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC MAY 2001)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size foreign flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire. The Time Charter Hire will be based on the average of the estimated market rate for a foreign flag time

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charter as determined by the Military Sealift Command. The rate will be in effect or become effective before the expected date of the initial shipment. This evaluation rate will be expressed to DESC as a daily rate for foreign flag time charter cost inclusive of fuel. DESC will use the evaluation rate along with round trip mileage over the tanker routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) DESC will not evaluate offers for JP5, JP8, or F76 on the basis of a two-product load.

(c) For JP5/JP8/F76. The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) No freight rate will be computed/evaluated from any source to a destination/interim terminal in the same port area.

(2) **235,000** barrels of product will be considered sufficient to fully utilize vessels 30,000 DWT and over. In the initial evaluation, every offer will be evaluated with this full tanker rate.

(3) All offers that evaluate as the lowest laid down cost in the initial evaluation are verified that a full tanker parcel size as stated in (c)(2) above has been offered. In the event an offeror limits its offer to individual tanker liftings of less than **235,000** barrels, the offer will be evaluated on the basis of (i) a single-port load plus shifting charges if it is determined that the same product will be available in the same port area, (ii) the least expensive two-port loading rate if it is determined that the same product will not be available in the same port area but will be available in another port in the same geographical area under this solicitation, or (iii) total vessel freight rate prorated over the maximum parcel size offered if there are no other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon on the quantity indicated by the offeror as the maximum lifting.

(d) For Mogas. The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) No freight rate will be computed/evaluated from any source to a destination/interim terminal in the same port area.

(2)) **235,000** barrels of product will be considered sufficient to fully utilize vessels 30,000 DWT and over. In the initial evaluation, every offer will be evaluated with this full tanker rate.

(3) The Government will load no more than **15,000** barrels of mogas per shipload. All offers will be evaluated assuming a maximum loading of **15,000** barrels of mogas. All offers that evaluate as the lowest laid down cost in the initial evaluation are verified that a full tanker parcel size as stated in (d)(2) above has been offered. If the offeror limits the loading of mogas to less than **15,000** barrels, the offer's smaller volume will be used. Mogas will be evaluated on the basis of joint loading with other products (with a maximum parcel size up to the quantity required to fill the vessel to 235,000 barrels) as follows: (i) a single-port load plus shifting charges if it is determined that other products under the solicitation will be available in the same port area, (ii) the least expensive two-port loading rate if it is determined that other products will not be available in the same port area but will be available in another port in the same geographical area under this solicitation, or (iii) total vessel freight rate prorated over the maximum parcel size offered if there are no other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(e) If an offeror takes exception to paragraph (e) of the DELIVERY AND ORDERING PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

(DESC 52.247-9F40)