

**DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD. STE 4950
FT. BELVOIR, VA 22060-6222
CONTRACT BULLETIN SUPPLEMENT #001
ORDERING PERIOD : 01 APRIL 2000 THROUGH 31 MARCH 2003**

15 August 2002

1. The following new items have been awarded under wrap-up solicitations for Customer Organized Group (COG) 4 Purchase Program 3.24. Any item not listed was awarded under basic solicitations SP0600-00-B-4000 or SP0600-00-R-0008, or is still pending. Please annotate your bulletin accordingly.

<u>ITEM</u>	<u>ESTIMAED QUANTITY USG)</u>	<u>Unit Price</u>	<u>Contract Number</u>	<u>Mod</u>	<u>Effective Date</u>
670-40	300,000	0.8574	SP0600-00-D-4007	P00003	16 Nov 2000
290-13	65,000	0.8459	SP0600-00-D-4013	P00010	28 Nov 2000
296-13	70,000	0.9120	SP0600-00-D-4013	P00010	28 Nov 2000
347-13	74,000	0.8536	SP0600-00-D-4013	P00010	28 Nov 2000
419-13	108,000	0.8283	SP0600-00-D-4013	P00010	28 Nov 2000
423-13	50,000	0.8393	SP0600-00-D-4013	P00010	28 Nov 2000
424-13	108,000	0.8193	SP0600-00-D-4013	P00010	28 Nov 2000
640-28	348,000	0.9032	SP0600-00-D-4013	P00010	28 Nov 2000
640-68	147,000	0.7468	SP0600-00-D-4013	P00010	28 Nov 2000
850-34	275,000	1.0527	SP0600-00-D-4013	P00010	28 Nov 2000
941-08	17,000	1.0229	SP0600-00-D-4013	P00010	28 Nov 2000
941-13	36,000	0.8708	SP0600-00-D-4013	P00010	28 Nov 2000
942-13	33,000	0.8708	SP0600-00-D-4013	P00010	28 Nov 2000
955-28	110,000	0.9677	SP0600-00-D-4013	P00010	28 Nov 2000
958-13	75,000	0.8068	SP0600-00-D-4013	P00010	28 Nov 2000
E30-68	72,000	0.8679	SP0600-00-D-4013	P00010	28 Nov 2000
J85-28	138,000	0.9609	SP0600-00-D-4013	P00010	28 Nov 2000
K10-68	114,000	0.8708	SP0600-00-D-4013	P00010	28 Nov 2000
K10-70	9,000	0.8377	SP0600-00-D-4013	P00010	28 Nov 2000
L61-46	45,000	0.7724	SP0600-00-D-4013	P00010	28 Nov 2000
L70-46	58,000	0.8145	SP0600-00-D-4013	P00010	28 Nov 2000
L71-46	58,000	0.8315	SP0600-00-D-4013	P00010	28 Nov 2000
N24-28	72,000	0.9821	SP0600-00-D-4013	P00010	28 Nov 2000
965-461	420,000	0.8976	SP0600-00-D-4013	P00011	01 Dec 2000
445-55	300,000	0.7092	SP0600-00-D-4024	P00004	14 Dec 2000
300-13	120,000	0.9317	SP0600-01-D-4003	P00001	21 Dec 2000
310-13	75,000	0.9517	SP0600-01-D-4003	P00001	21 Dec 2000

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2. The following items are designated as PORTS active:

<u>Item</u>	<u>Contract Number</u>	<u>Effective Date</u>
354-13	00-D-4002	9 Nov 2000
354-28	00-D-4002	9 Nov 2000
017-28	00-D-4001	9 Nov 2000
055-28	00-D-4001	9 Nov 2000
207-13	00-D-4001	9 Nov 2000
250-28	00-D-4001	9 Nov 2000
257-13	00-D-4001	9 Nov 2000
620-28	00-D-4001	9 Nov 2000
620-68	00-D-4001	9 Nov 2000
620-70	00-D-4001	9 Nov 2000
622-68	00-D-4001	9 Nov 2000
670-68	00-D-4001	9 Nov 2000
670-70	00-D-4001	9 Nov 2000
680-46	00-D-4001	9 Nov 2000
682-46	00-D-4001	9 Nov 2000
710-68	00-D-4001	9 Nov 2000
610-68	00-D-4007	9 Nov 2000
690-46	00-D-4007	9 Nov 2000
690-68	00-D-4007	9 Nov 2000
045-13	00-D-4013	20 Nov 2000
095-28	00-D-4013	20 Nov 2000
115-83	00-D-4013	20 Nov 2000
172-83	00-D-4013	20 Nov 2000
248-13	00-D-4013	20 Nov 2000
248-46	00-D-4013	20 Nov 2000
250-131	00-D-4013	20 Nov 2000
531-68	00-D-4013	20 Nov 2000
560-68	00-D-4013	20 Nov 2000
600-28	00-D-4013	20 Nov 2000
641-28	00-D-4013	20 Nov 2000
650-68	00-D-4013	20 Nov 2000
680-68	00-D-4013	20 Nov 2000
711-94	00-D-4013	20 Nov 2000
055-13	00-D-4021	10 Nov 2000
095-13	00-D-4021	10 Nov 2000
172-28	00-D-4021	10 Nov 2000
250-13	00-D-4021	10 Nov 2000
250-46	00-D-4021	10 Nov 2000
252-13	00-D-4021	10 Nov 2000
254-13	00-D-4021	10 Nov 2000
295-13	00-D-4021	10 Nov 2000
295-28	00-D-4021	10 Nov 2000
354-12	00-D-4021	10 Nov 2000
660-28	00-D-4021	10 Nov 2000
660-68	00-D-4021	10 Nov 2000
045-28	00-D-4022	9 Nov 2000
115-28	00-D-4022	9 Nov 2000
207-28	00-D-4022	9 Nov 2000

CONTRACT BULLETIN SUPPLEMENT #001 (CONT'D)

248-28	00-D-4022	9 Nov 2000
252-28	00-D-4022	9 Nov 2000
254-28	00-D-4022	9 Nov 2000
560-28	00-D-4022	9 Nov 2000
621-28	00-D-4022	9 Nov 2000
650-28	00-D-4022	9 Nov 2000
680-28	00-D-4022	9 Nov 2000
690-26	00-D-4022	9 Nov 2000
710-28	00-D-4022	9 Nov 2000
670-28	00-D-4024	13 Nov 2000
711-28	00-D-4025	9 Nov 2000
710-46	00-D-4026	9 Nov 2000
711-56	00-D-4026	9 Nov 2000
400-13	00-D-4027	20 Nov 2000
040-83	00-D-4029	10 Nov 2000
094-13	00-D-4029	10 Nov 2000

The following clauses are applicable to items designated as PORTS active:

B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)

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

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

(c) Oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 4) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(DESC 52.207-9F00)

Clause F20.02 AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATION)(DESC MAR 1999), clause G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREEN (PORTS) INTERNET APPLICATION (DESC MAR 1999), clause I1.03-8 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION)(DESC AUG 1999) and clause I1.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION) – ADDENDUM (DESC AUG 1999) are also applicable to PORTS designated items. These clauses have been updated and will be printed in full text in future supplements.

CONTRACT BULLETIN SUPPLEMENT #001 (CONT'D)

The following clauses are not applicable to items designated as PORTS active:

B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

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

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

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

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

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

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

(DESC 52.207-9F45)

F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

(d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)

(a) **SUBMISSION OF ELECTRONIC INVOICES.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.

(b) **INVOICING ADDRESS.**

(1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

CONTRACT BULLETIN SUPPLEMENT #001 (CONT'D)

(2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.

- (c) **PAYMENT.** Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
- (d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.
- (e) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Detention costs are allowable only on tank truck deliveries.

Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) **DEFINITIONS.**

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

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

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

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

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

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

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

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

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

CONTRACT BULLETIN SUPPLEMENT #001 (CONT'D)

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

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

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)

(a) **FACSIMILE INVOICING.**

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

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[] YES [] NO

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

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

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

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

(For overseas locations, include the country code)

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

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

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

[] YES [] NO

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

(DESC 52.232-9F20)

CONTRACT BULLETIN SUPPLEMENT #001 (CONT'D)

Clause G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S)(DESC FEB 1999), clause G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S)(DESC MAY 1999), clause G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC FEB 1999) and clause I1.03-3 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S)(DESC MAY 1994) also do not apply to PORTS active items. These clauses have been updated and will be printed in full text in future supplements.

*Note: The applicability of Clause F20 and F20.02 apply only to Automatic Fill-up items.

3. The following items have been **terminated for convenience** from the contract.

<u>ITEM</u>	<u>CONTRACT</u>	<u>EFFECTIVE DATE</u>
D95-70	SP0600-00-D-4003	17 Apr 2000
D25-28	SP0600-00-D-4014	17 Apr 2000
D25-70	SP0600-00-D-4014	17 Apr 2000
E47-68	SP0600-00-D-4021	17 Apr 2000

4. **Changes:**

a. **The following delivery narratives are hereby changed:**

<u>Contract Number</u>	<u>Item Number</u>	<u>Delivery Narrative Revision:</u>
00-D-4013	J99-28	Change delivery mode from TT to TW Delete 1/12,000 gal tank Add 1/6,000 gal tank
00-D-4021	250-46	Add 4/10,000 gal UNDERGROUND TANKS Add 1/15,000 gal and 4/8,000 gal ABOVE GROUND Tanks THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT'S MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION. LOADING RACK METERED TICKETS REQUIRED
00-D-4028	329-13	Change city location from Shreveport to Ruston 1/5,000 gallon ABOVE Ground tanks 5/2,500 gallon HEMTT M978 FUELERS

b. Effective 1 September 2000, pursuant to the terms and conditions of Clause I28.01, FEDERAL, STATE, AND LOCAL TAXES, the Mississippi Cleanup Fee of \$0.004 per gallon will be included on the product delivered under the following line items:

<u>Line Item</u>	<u>Contract Number</u>	<u>Award Price</u>	<u>Mississippi Cleanup Fee</u>	<u>New Award Price</u>
J65-68	00-D-4010	\$0.7955	\$0.004	\$0.7995
650-28	00-D-4022	\$0.7226	\$0.004	\$0.7266
910-13	00-D-4022	\$0.7735	\$0.004	\$0.7775
910-28	00-D-4022	\$0.8009	\$0.004	\$0.8049
920-28	00-D-4022	\$0.7651	\$0.004	\$0.7691

c. The National Oil Heat Research Alliance (NORA) fee is hereby added under Clause I28.02-2.100 as an after imposed tax effective March 1, 2001, for the following line items:

L35-46	Cherokee, NC
L36-46	Cherokee, NC

The NORA fee shall be added as a separate line item on invoices for payment in accordance with Clause I28.02-2.100. Currently the NORA fee is \$0.002 per gallon.