

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 13 PAGES	
2. AMENDMENT/MODIFICATION NO. <b>0002</b>		3. EFFECTIVE DATE SEE BLOCK 16 C		4. REQUISITION/PURCHASE REQ. NO. SC0600-03-0016, Amd 002; SC0600-03-0017, Amd 002 & SC0600-03-0018, Amd 003	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SP0600  DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – Tammie L. Coll/DESC-BZD PHONE - (703) 767-9312 1.1a, 1.1c and 1.1h		7. ADMINISTERED BY (If other than Item 6) CODE SP0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. <b>SP0600-03-R-0077</b>		9b. DATED (SEE ITEM 11) <b>June 19, 2003</b>	
		10a. MODIFICATION OF CONTRACT/ORDER NO.		10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram, which includes a reference to the solicitation and amendment numbers.</p> <p><b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p><b>The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0077.</b></p> <p><b>See Attached Pages.</b></p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

1. Please make the following change to the Standard Form 30 for Amendment 0001:

- **Block 9** should read: **SP0600-03-R-0077**

2. The following change is made to the Commercial/Solicitation Package (Change also needs to be made in the index accordingly):

- FAR Clause **I92 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION)** is hereby added, which appears on page 5 of this amendment.

3. The following changes are made to the Addendum Package, Page A-6 through Page A-26, Clause **B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001)**, as stated below:

- a. Page A-6, Clause B1, for Fuel, Naval Distillate (F76), the Total Estimated JP8 Quantity is decreased by 9,870,000 gallons from 238,475,000 to 228,605,000 gallons.
  1. Page A-7, Quantity for Line Item 0004, DFSP Yakose, Japan, the quantity has been decreased by 9,870,000 gallons from 9,870,000 to -0- gallons.
  2. Page A-7, Quantity for Line Item 0005, DFSP Yakose Japan, the quantity has decreased by 9,870,000 gallons from 9,870,000 to -0- gallons. For future reference, this location can also be supplied by Barge mode.
  3. Page A-8, Quantity for Line Item 0008, DFSP Diego Garcia, the quantity has decreased by 9,870,000 gallons from 39,480,000 to 29,610,000 gallons.
  4. Page A-8, Quantity for Line Item 0009, DFSP Jebel Ali, UAE, the quantity has increased by 9,870,000 gallons from 39,480,000 to 49,350,000 gallons.
- b. Page A-10, Clause B1, for Fuel Oil, Intermediate (RME-25), the Total Estimated RME-25 Quantity is increased by 2,100,000 gallons from 17,640,000 to 19,740,000 gallons.
  1. Page A-10, Quantity for Line Item 0101, DFSP Diego Garcia, the quantity has decreased by 1,260,000 gallons from 12,180,000 to 10,920,000 gallons.
  2. Page A-10, Quantity for Line Item 0102, DFSP Guam, the quantity has increased by 3,360,000 gallons from 5,460,000 to 8,820,000 gallons.
- c. Page A-11, Clause B1, for Turbine Fuel, Aviation (JP5), the Total Estimated JP5 quantity is decreased by 9,870,000 gallons from 173,390,000 to 163,520,000 gallons.
  1. Page A-14, Quantity for Line Item 0212, DFSP Diego Garcia, the quantity has decreased by 19,740,000 gallons from 98,700,000 to 78,960,000 gallons.
  2. Page A-14, Quantity for Line Item 0213, DFSP Jebel Ali, UAE, the quantity has increased by 9,870,000 gallons from 9,870,000 to 19,740,000 gallons.

- d. Page A-16, Clause B1 for Turbine Fuel, Aviation (JP8), the Total Estimated JP8 quantity is increased by 63,300,000 gallons from 398,992,000 to 462,292,000 gallons.
1. Page A-16, Quantity for Line Item 0301, DFSP Tsurmi, Japan, the quantity has increased by 9,870,000 gallons from 29,610,000 to 39,480,000 gallons. The Note is hereby updated to read: **End User can be supplied by Tanker through terminal DFSP Hakozaki.**
  2. Page A-16, Quantity for Line Item 0302, Yokota AB, Japan, the quantity has increased by 9,870,000 gallons from 29,610,000 to 39,480,000 gallons.
  3. Page A-17, Line Item 0306, KADENA AB, JAPAN, the DODAAC should be FP5270.
  4. Page A-25, Quantity for Line Item 0337, DFSP Kunsan, Korea, the quantity has increased by 560,000 gallons from 13,440,000 to 14,000,000 gallons.
  5. Page A-25, Quantity for Line Item 0338, Kunsan AB, Korea, the quantity has increased by 560,000 gallons from 13,440,000 to 14,000,000 gallons.
  6. Page A-25, Quantity for Line Item 0339, DFSP Guam, quantity has increased by 9,870,000 gallons from 29,610,000 to 39,480,000 gallons.
  7. Page A-25, Quantity for Line 0340, Anderson AFB, Guam, quantity has increased by 9,870,000 gallons from 29,610,000 to 39,480,000 gallons.
  8. Page A-26, Quantity for Line Item 0341, DFSP Qatar, quantity has increased by 43,000,000 gallons from 65,000,000 to 108,000,000 gallons.
  9. Page A-26, Quantity for Line Item 0342, Al-Udeid Air Base, Qatar, quantity has increased by 43,000,000 gallons from 65,000,000 to 108,000,000 gallons.
- e. Page A-27, Clause B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) is hereby updated to delete Gasoil 0.5 (C&F Japan Singapore Cargoes), reference price \$0.679226 and replace with **GASOIL/S'PORE/SPOT CARGO 0.5 (Singapore Cargoes)**, reference price \$0.679226, which appears on page 5 of this amendment.
- f. Page A-43, Clause E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JUL 2003) is hereby deleted and replaced by Clause **E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)**, which appears on page 7 of this amendment.
- g. Page A-46, Clause E40.06 COMMERCIAL BILLS OF LADING (OVERSEAS BULK) (DESC JUN 1996) is hereby deleted and replaced by Clause **E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)**, which appears on page 10 of this amendment.

- h. Page A-47, Clause E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (DOMESTIC BULK) (DESC OCT 2001), is hereby deleted and replaced by Clause **E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)**, which appears on page 10 of this amendment.
- i. Page A-74, M2.08 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DESC SEP 2001) is hereby deleted and replaced by Clause **M2.08 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DESC SEP 2001)**, which appears on page 11 of this amendment.
- j. Page A-74, Clause M24.05 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DESC JUL 2002) is hereby deleted and replaced by Clause **M24.05 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DESC JUL 2002)**, which appears on page 12 of this amendment.
- k. Page A-75, Clause M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC MAR 1997) is hereby deleted and replaced by Clause **M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)**, which appears on page 13 of this amendment.

**192 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any Executive order administered by OFAC or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003 is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(FAR 52.225-13/Deviation)

**B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC MAR 2003)**

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

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(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) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(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) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **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.

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

**B19.34 CONT'D**

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

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

**(7) REVISION OF REFERENCE PRICE INDICATOR.** In the event--

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

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--  
the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the 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.

**(8) CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

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

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

**(f) TABLE.**

<b>REFERENCE PRICE TABULATION</b>				
<b>ITEM NO. (LISTED ITEMS)</b>	<b>NAME OF PUBLICATION</b>	<b>HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT</b>	<b>LOCATION WHERE REFERENCE PRICE IS APPLICABLE</b>	<b>REFERENCE PRICE AS OF MAY 28, 2003 (EXCLUDES ALL TAXES)</b>
See Below	Platt's Oilgram Price Report  (U.S. Edition)	Product Price Assessments	See Below	Compute average low/high for ten published effective days' price preceding date of lift.

<b>PRODUCT (ITEM NO.)</b>	<b>REFERENCE PRODUCT (LOCATION)</b>	<b>REFERENCE PRICE/USG EFFECTIVE MAY 28, 2003</b>
<b>F76</b>	<b>Gasoil 0.5%S (Singapore)</b>	<b>\$0.679226</b>
RME-25	HSFO 180cst (Singapore)	\$0.578049
JP5	Kerosene (Singapore)	\$0.676607
JP8	Kerosene (Singapore)	\$0.676607

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

**B19.34 CONT'D**

**For Platts Oilgram:** "NOTE: Reference price is the average of the low and high prices for the ten published effective days' prices preceding the date of lift. For example, assume a lift on Friday and on that day, Platt's published the effective price assessment for the previous day (Thursday). That previous day's effective price assessment would be the tenth day used to calculate the reference price. If a lift were on Saturday, Sunday, or Monday, then the prior Friday's effective price, which is published on Monday, would be the tenth day used to calculate the reference price. Because Platt's does not publish on the weekend, Saturday's, Sunday's, and Monday's reference price is calculated the same and then only Saturday's reference and unit prices are reflected in the contract price modification. For any consecutive days' reference prices that calculate to be the same, only the first day's reference and unit prices are shown on the contract price modification. Accordingly, for any lift date not shown on a contract price modification, the last date prior to the missing date is used for payment purposes. If Platt's fails to publish an assessment designated for a particular product yet publishes other assessments for other products, then just that missing effective price for that particular product is not considered as a published day's price for reference price calculation purposes."

(DESC 52.216-9F25)

**E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)**

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

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

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

**EXCEPTIONS:**

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

**E22 CONT'D**

**(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):**

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 <sup>2</sup>	Egypt	400	Laos	350 <sup>1</sup>	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 <sup>1</sup>
Armenia	200	Europe (Continental)	200	Malaysia	350 <sup>1</sup>	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 <sup>1</sup>	South America	111
Australia	350 <sup>1</sup>	Greenland	200	Malta	200	Sri Lanka	350 <sup>1</sup>
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 <sup>1</sup>
Bangladesh	350 <sup>1</sup>	India	350 <sup>1</sup>	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 <sup>1</sup>	Myanmar	350 <sup>1</sup>	Thailand	350 <sup>1</sup>
Bhutan	350 <sup>1</sup>	Ireland	200	Nepal	350 <sup>1</sup>	Turkey	200
Brunei	350 <sup>1</sup>	Iraq	400	New Zealand	350 <sup>1</sup>	Turkmenistan	400
Cambodia	350 <sup>1</sup>	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400	Papua New Guinea	310	Vietnam	350 <sup>1</sup>
Central America	111	Kazakhstan	400	Philippines	350 <sup>1</sup>	Wake Island	310
Chagos Archipelago	300	Kenya	400	Qatar	400	Yemen	400
Comoros	200	Korea	330	Ryukus Islands, Japan	340		
Cyprus	200	Kuwait	400				

<sup>[1]</sup> A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

<sup>[2]</sup> Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

**(c) INSPECTION OFFICES AND CODES.**

110. DESC Americas -- East  
 Federal Building, Room 1005  
 2320 LaBranch Street  
 Houston, TX 77004-1091  
 Phone: (713) 718-3883  
 FAX: (713) 718-3891
  
111. DESC Homestead  
 360 Coral Sea Blvd.  
 Homestead AFB, FL 33039-1299  
 Phone: (305) 258-7454/55/56  
 FAX: (305) 258-7761

**E22 CONT'D**

- 120. DESC Americas -- West  
3171 N Gaffey Street  
San Pedro, CA 90731-1099  
Phone: (310) 900-6960  
FAX: (310) 900-6973
  
- 200. DESC Europe  
ATTN: Quality Manager  
CMR 443, Box 5000  
APO AE 09096-5000  
[Location: Wiesbaden, Germany]  
Phone: 49-611-380-7413/7541<sup>3</sup>  
FAX: 49-611-380-7406<sup>3</sup>
  
- 300. DESC Pacific  
ATTN: Quality Manager  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-1173  
FAX: (808) 477-5710
  
- 310. DESC Middle Pacific  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-5441  
FAX: (808) 477-5710
  
- 320. DESC Alaska  
10480 22nd Street  
Elmendorf AFB, AK 99506-2500  
Phone: (907) 552-3949  
FAX: (907) 753-0517
  
- 330. DESC Korea  
Building T-383 (CP OSCAR)  
APO AP 96218-0171  
[Location: Camp Walker, Taegu, Korea]  
Phone: 82-53-470-5204<sup>3</sup>  
FAX: 82-53-470-5103<sup>3</sup>

**E22 CONT'D**

340. DESC Japan  
Yokota Building 714, Room 211/B-18  
Unit 5266  
APO AP 96328-5266  
[Location: Yokota AB, Japan]  
Phone: 81-311-755-2673<sup>3</sup>  
FAX: 81-311-755-3598<sup>3</sup>

350. DESC Singapore  
PSC 470, Box 2700  
FPO AP 96534-2700  
Phone: 65-287-7626<sup>3</sup>  
FAX: 65-288-6540<sup>3</sup>

400. DESC Middle East  
ATTN: Quality Manager  
PSC 451, Box DESC-ME  
FPO AP 09834-2800  
[Location: Juffair, Bahrain]  
Phone: 973-724-650<sup>3</sup>  
FAX: 973-724-670<sup>3</sup>

<sup>[3]</sup> Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

**E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)**

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state, on the original and all copies, the following:

**“NONNEGOTIABLE INSTRUMENT – DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO.”**

(DESC 52.246-9FG5)

**E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)**

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

#### **E40.07 CONT'D**

(b) Laboratory reports shall be in the Standard Report Format given in **Attachment 1** for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.

(1) Reports sent by mail shall be forwarded to--

ATTN DESC-BP (LR) ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(2) Reports sent by email shall be forwarded to [Courtney.Long@dla.mil](mailto:Courtney.Long@dla.mil).

(3) The number to use for reports sent by facsimile is (703) 767-8366.

(f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS form (Attachment 2)**

(DESC 52.246-9FG2)

#### **M2.08 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE OR T-1 TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DESC SEP 2001)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule.

(b) The following evaluation procedures will be used for f.o.b. origin barge/T-1 tankers offers:

(1) **36,000** barrels of product for all locations except Kunsan will be considered sufficient to fully utilize a barge/T-1 tanker. For Kunsan, **20,000** barrels of product will be considered sufficient to fully utilize a barge/T-1 tanker.

(2) The Government will load no more than **36,000** barrels of fuel on a barge/T-1 tanker per shipload for all locations except Kunsan. For Kunsan, the Government will load no more than **20,000** barrels of fuel on a barge/T-1 tanker per shipload. A penalty will not be applied for parcels of less than **36,000** barrels for all locations except Kunsan. For Kunsan, a penalty will not be applied for parcels of less than **20,000** barrels.

(DESC 52.247-9F50)

**M24.05 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DESC JUL 2002)**

(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 transportation rate will be an estimated market rate based on either market information or published prices, or actual rates paid by the Government or any combination thereof. This evaluation rate will be expressed as a daily rate for foreign flag time charter costs. 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 per gallon offered price to determine the evaluated price.

(b) DESC will not evaluate offers for JP5, JP8, F76, or RME-25 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) **235,000** barrels of product will be considered sufficient to fully utilize vessels 30,000 DWTs and over.

(2) In the event an offeror limits its offer to individual tanker lifting 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 products will not be available in the same port area but will be available in another port area 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.

(3) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). If the offeror takes exception to paragraph (d) 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.

(3) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of Mogas will be reevaluated using the criteria of paragraphs (d)(1) and (2) above. If the offeror takes exception to paragraph (d) 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.

(d) **For Fuel Oil (RME-25).** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) **235,000** barrels of product will be considered sufficient to fully utilize vessels 30,000 DWTs and over.

(2) The Government will load no more than **130,000** barrels of fuel oil per shipload for **DFSP Diego Garcia** and **210,000** barrels of fuel oil per shipload for **DFSP Guam**. All offers will be evaluated assuming a maximum loading of **130,000** barrels of fuel oil per shipload for **DFSP Diego Garcia** and **210,000** barrels of fuel oil per shipload for **DFSP Guam**. In the event an offeror limits its offer to individual tanker lifting of less than **130,000** barrels of fuel oil per shipload for **DFSP Diego Garcia** and **210,000** barrels of fuel oil per shipload for **DFSP Guam**, the offer will be evaluated on the basis of--

(i) Single-port loading plus shifting charges if it is determined that RME-25 under this solicitation will be available in the same port area;

(ii) The least expensive two-port loading rate if it is determined that RME-25 will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation;

(iii) Total vessel freight rate prorated over the maximum parcel size offered if there are no other quantities of 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.

**M24.05 CONT'D**

(3) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of RME-25 will be reevaluated using the criteria of paragraphs (e)(1) and (2) above. If the offeror takes exception to paragraph (d) 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 52.247-9F20)

**M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)**

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)