

Date: April 11, 2002

From: Roger W. Wilson
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SUBJECT: Western Pacific (WESTPAC) F76 Supplemental
Solicitation SP0600-01-R-0077-0008

1. This is supplemental solicitation SP0600-01-R-0077-0008 for the purchase of F76 for a new WESTPAC Supplemental Requirement. This solicitation incorporates the terms and conditions of Solicitation SP0600-01-R-0077 (WESTPAC) issued on June 28, 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-0077, please visit our web site at <http://www.desc.dla.mil>).
2. Clause B1, SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001) is amended as follows:
 - (a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT clause.
 - (b) The supplies to be furnished during the contract period and all associated data are as follows:

Item/Product/Specification	Estimated Quantity (USG)
FUEL, NAVAL DISTILLATE (F76) NSN: 9140-00-273-2377 SPECIFICATION: MIL-F-16884J dated May 31, 1995 As Implemented by Clause C16.23 Purchase Program No: 1.1a	59,220,000

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0011	N61755	950001270	DFSP GUAM
QUANTITY	<u>9,870,000</u>		
MODE	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0012	N68539	960001270	DFSP DIEGO GARCIA
QUANTITY	<u>19,740,000</u>		
MODE	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0013	UY7262	970001270A	STAR JEBEL ALI, UA
QUANTITY	<u>29,610,000</u>		
MODE	FSII	SDA	CI
TANKER	REQUIRED	NONE	REQUIRED

NOTES:

- (a) Method of Delivery: TK – Tanker
 - (b) Tanker offers must be on a FOB Origin Basis, unless tanker destination offer is in country using an in-country flag vessel.
 - (c) Delivery Period: July 01, 2002 – December 31, 2002 plus a 30-day carry-over period.
 - (d) DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker to requiring activities.
 - (e) Evaluation of tanker (TK) mode offers will be in accordance with Clause M24.05, EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DESC NOV 2000). Maximum individual lift parcel is 235,000 BBLs.
3. 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: December 31, 2002.
 - (b) Delivery Period Begins: July 01, 2002 and Ends: December 31, 2002 plus a 30-day carry-over period.

4. 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 June 01, 2001 (Exclude All Taxes)
Platt's Oilgram Price Report (U.S. Edition)	Spot Price Assessments (Singapore/Japan Cargoes)	Compute average low/high prices for ten published effective days' prices preceding date of lift.

Reference product: Gasoil 1.0 (Singapore Cargoes)

Reference price: \$0.733571 (assume lift on June 01, 2001)

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

Offer Schedule

Line Item	Product	Quantity (USG)	Mode	(O) Orig or (D) Dest	Shipping/FOB Point	Offer Unit Price (USD/USG) Effective June 01, 2001
0000	F76		TK			
	F76		TK			
	F76		TK			

- (a) State the minimum/maximum quantities for award by shipping point:

Product	Mode	Shipping Point	Minimum Qty (USG)	Maximum Qty (USG)
F76	TK			
F76	TK			
F76	TK			

(b) State minimum/maximum quantities (parcel size) for each individual lift per shipping point:

Product	Mode	Shipping Point	Minimum Qty (BBLs)	Maximum Qty. (BBLs)
F76	TK			
F76	TK			
F76	TK			

(c) State the maximum quantity available per month for each shipping point:

Product	Mode	Shipping Point	Maximum Monthly Quantity (USG)
F76	TK		
F76	TK		
F76	TK		

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

Product	Mode	Shipping Point	Number of Days between Lifts
F76	TK		
F76	TK		
F76	TK		

NOTES:

- FOR EVALUATION PURPOSES ONLY: DESC will add 5 days to offered tanker 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.** This evaluation factor was 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.
- 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.

- (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) State your vessel length overall (LOA) restriction/capacity for each shipping point:

LOA	Shipping Point

Minimum LOA of **715 feet** for tanker lifts is required in order to accommodate vessels employed by the Government for FOB Origin requirements specified in this solicitation.

- (g) 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): _____

- (h) Specify operating hours for berthing and loading: _____

- (i) Specify maximum ballast receiving capability: _____

(j) Please provide the Maximum Tanker/Barge Size your facility can handle.

Cargo Capacity: _____

Beam: _____

(k) Please provide the Maximum Shipping Rate in Barrels Per Hour.

Tanker: _____

(l) Please provide any vetting criteria.

(m) 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).

6. Acceptance of the terms and conditions of RFP SP0600-01-R-0077 and Amendments 0001 - 0004 are required and must be stated in the offer.

7. Certifications & Representations: If you submitted an offer under RFP SP0600-01-R-0077, please confirm in writing that the certifications and representations of the offer remain in effect for your offer under RFP SP0600-01-R-0077-0008.

8. Closing date and time for this solicitation is April 25, 2002 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.

9. 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 SEP 2000).

- 10.** The following tentative negotiation schedule is provided for planning purposes. Note on this schedule is subject to change at any time:

April 25, 2002	INITIAL OFFER CLOSING DATE (1:00 P.M.)
May 9, 2002	NEGOTIATIONS OPEN
May 23, 2002	NEGOTIATIONS CLOSE

- 11.** 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, Roger W. Wilson at telephone (703) 767-9310.
- 12.** Please see the attached clauses that are updated from the basic solicitation, SP0600-01-R-0077.

JOY E. MULLORI
Overseas Contracting Officer

Attachment

G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2001)

(a) CERTIFICATION OF RECEIPT.

(1) F.O.B. DESTINATION DELIVERIES.

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) The DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial Items.

(2) F.O.B. ORIGIN DELIVERIES.

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENT DIVISION
ATTN DFAS-BVDFB/CC
PO BOX 182317
COLUMBUS OH 43218-6250

(c) SUBMISSION OF INVOICES BY FACSIMILE.

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670/0671/0672** (DFAS-BVDP/CC).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-BVDP/CC will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice **“ORIGINAL INVOICE - FAXED”** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(d) SUBMISSION OF INVOICES ELECTRONICALLY.

(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 Return Notification. 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

Transaction 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, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) **SUBMISSION OF INVOICES BY COURIER.**

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
FUELS ACCOUNTING AND PAYMENTS
ATTN DFAS-BVD/CC
3990 EAST BROAD STREET, BLDG 21
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) **NOTES.**

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC DEC 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 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)

THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

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

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at <http://www.ccr.gov>.

(DFARS 252.204-7004)

112.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS

GENERAL INSTRUCTIONS

September 2001

These instructions are designed for use as a guide in preparing/formatting test reports in a consistent manner. Computer generated or typed test reports are acceptable. A Standardized Test report format is provided at Figure I and includes all tests approved for all refined products. The Test Codes used in this standard report format will be incorporated into future Electronic Data Interchange (EDI) transmissions of test result data.

The ASTM Aviation Turbine Fuel Report Form found in ASTM Method D-1655 was used as a template for the expanded “generic” standard test report form for other refined products. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of “1” unit indicates one or more measurements, ratings or test conditions which can be reported for a particular method. All measurements are in metric units, except for the API gravity reported at 60°F.

The use of this code provides flexibility in adding or deleting test methods while not affecting the existing methods and thus eliminates the need for additional programming. For example, an ASTM method may have an equivalent ISO or other method. If the ASTM test method number is used as a reference, the ISO equivalent may be lost unless new programming is established to make it a choice. With the code, the equivalency will continue without any additional programming. Another example is adding a new test method for Freezing Point. There are currently 3 methods (300A-C) for measuring the characteristic of freezing point. The new method would be assigned the code “300D” and would be available immediately as an alternative method for determination of freezing point while retaining the old methods without having to renumber the whole list and change associated database programming.

Each test report should be tailored to include only those rows of information that are applicable to the specific product being tested and the methods used to evaluate each property. Select only those methods authorized by the product specification unless otherwise stated in the contract. The code used should be limited to the actual test method used for a particular analysis. If an analysis is performed which is not cited by the specification, report the result, units and method used at the bottom of the report. If a test code does not appear for a specification or contract approved method, contact the Defense Energy Support Center (DESC) at commercial (703) 767-8356.

DETAILED INSTRUCTIONS FOR THE STANDARD TEST REPORT FORMAT (FIGURE 1)

Item 1: This date is the tank approval date, which is usually the date the testing is completed or the report date.

Item 2B: The City should match the “Shipped From” city on the DD 250-series document.

Item 6A: Record the basic slate of crudes from which this product is derived.

Item 6B: Annotate the refining processes used in the production of this product (e.g., Atmospheric Distillation; Hydrogenation, Hydrocracking, etc)

Item 8: Report the quantity in US Gallons shipped from the above batch in the above tank under DESC Contract. This entry need not be completed if the same batch will be used for subsequent shipments. In this case, assure that the tank number, batch number and report date are on the DD-250-series documents for shipments made from this tank

Items 600-series: The JFTOT test, although done using one ASTM test method, can be performed at different temperatures. Also, results for separate JFTOT analysis performed at two different temperatures can be reported on the same report. If test results for only one temperature is being reported, use Item 600 A-C to report the temperature of the test and 601, 602 and 603 as appropriate to report the results. If a second temperature is being reported, use Item 604 to report the temperature of this second run and Items 605-607 to report the corresponding values for the second test.

Item 750: Use this item to report the result of the Water Separometer Index - Modified (WSIM) which is performed for product acceptance.

Item 751: This code for this item describes what additives were present in the fuel sample tested for WSIM and for which the result was reported in Item 750. Each code value represents a combination of the five additives possible in jet fuel. The codes and corresponding combinations are found in Table A below.

Item 750X: This item is used to report the special hand blend of all additives which are required by the fuel specification, regardless of whether or not the additives are required by contract. These additives include anti-oxidant, corrosion inhibitor, fuel system icing inhibitor, static dissipater additive and, if permitted by contract, metal deactivator. The result for this special test is a report only and is used as a base line in determining if the time and/or place of additive injection affects fuel quality. This reporting requirement is in addition to other reporting requirements for WSIM.

Items 801, 811, 821, 831, and 841: These codes indicate when an additive was injected during the procurement process. It is a one-character field and is “S” if the additive was blended into the shipping tank, “I” if the additive was line injected, or blank if the additive was not injected at the refinery or terminal location.

Table A

<u>Code</u>	<u>Additives</u>								
01	Neat	07	AO/CI	13	CI/MDA	19	AO/CI/MDA	25	FSII/SDA/MDA
02	AO	08	AO/FSII	14	FSII/SDA	20	AO/FSII/MDA	26	AO/CI/FSII/SDA
03	CI	09	AO/SDA	15	FSII/MDA	21	AO/FSII/SDA	27	AO/FSII/SDA/MDA
04	FSII	10	AO/MDA	16	MDA/SDA	22	AO/SDA/MDA	28	CI/FSII/SDA/MDA
05	SDA	11	CI/FSII	17	AO/CI/FSII	23	CI/FSII/SDA	29	AO/CI/FSII/SDA/MDA
06	MDA	12	CI/SDA	18	AO/CI/SDA	24	CI/FSII/MDA		

FIGURE I - STANDARD TEST REPORT FORMAT

1 REPORT DATE: (MM/DD/YY) _____
 2A CONTRACTOR: _____
 2B REFINERY CITY: _____
 2C STATE/COUNTRY: _____
 3A CONTRACT NUMBER: (SPO600-YY-D-NNNN) _____
 3B CONTRACT LINE ITEM NUMBER: _____
 3C DESC ORDER NUMBER _____
 4A TANK NUMBER: _____
 4B BATCH NUMBER (In Tank): _____
 4C SAMPLE NUMBER: _____
 5 PRODUCT: _____
 6A CRUDE OIL SLATE: _____
 6B CRUDE PROCESSING TECHNIQUE: _____
 7 SHIPPED TO: _____
 8 QUANTITY FROM TANK SHIPPED TO DESC: _____ USG

APPEARANCE

Code	Method	Test	Unit	Code	Method	Test	Unit
010A	D-156	Saybolt Color	1-Color	021	D-4176	Haze Rating	Method
010B	D-6045	Saybolt Color (Spectro)	1-Color	030A	D-1500	ASTM Color	0.5-Color
020	D-4176	Visual appearance	Pass/Fail	030B	D-6045	ASTM Color (Spectro)	0.5-Color

COMPOSITION

Code	Method	Test	Unit	Code	Method	Test	Unit
100A	D-664	Total Acid Number – Potent	mg KOH/g	150E	D-3120	Trace Sulfur	ppm
100B	D-974	Acid Number - Color Titrat	mg KOH/g	150F	D-4294	Sulfur by X-Ray Flour	mass %
100C	D-3242	Acidity in Aviation Fuels	mg KOH/g	150G	D-5453	Sulfur by UV	ppm
100D	D-3339	Acid Number, Semi-Micro	mg KOH/g	160A	D-3343	Hydrogen Content	mass %
101	IP-182	Inorganic Acid Number	mg KOH/g	160B	D-3701	Hydrogen Content - NMR	mass %
102	FTM-5101	Neutrality	Method	160C	D-4808	Hydrogen Cont LoRes NMR	mass %
110A	D-1319	Aromatics	vol%	160D	D-5291	Hydrogen Cont – Instrument	mass%
110B	D-4420	Aromatics by GC	vol%	165	D-5184	Al plus Si (ISO 10478)	ppm
115	D-1319	Olefins	vol%	170A	D-3237	Lead in Gasoline by AA	g/L
120	D-1840	Naphthalene	vol%	170B	D-3341	Lead in Gasoline by ICl	g/L
125A	D-4420	Benzene	vol%	170C	D-5059	Lead in Gasoline by X-Ray	g/L
125B	D-3606	Benzene	vol%	180A	D-4815	Ethers and Alcohols by GC	mass %
130	D-3227	Mercaptan Sulfur	mass %	180B	D-5845	Ethers and Alcohols by IR	mass %
135	D-3231	Phosphorous	0.1 mg/L	190	D-3605	Trace Metals - Calcium	mg/L
140	D-4952	Doctor Test	Pos/Neg	191	D-3605	Trace Metals - Lead	mg/L
150A	D-129	Sulfur by Oxygen Bomb	mass %	192	D-3605	Trace Metals - Na & K	mg/L
150B	D-1266	Sulfur by Lamp	mass %	193A	D-3605	Trace Metals - Vanadium	mg/L
150C	D-1552	Sulfur - Furnace	mass %	193B	ISO14597	Trace Metals – Vanadium	mg/L
150D	D-2622	Sulfur by X-Ray Spec	mass %	195	D-3703	Peroxide Content	mg/kg

VOLATILITY

Code	Method	Test	Unit
200A	D-86	Distillation by Auto/Manual	
200B	D-2887	Distillation by GC	
201		Initial Boiling Point	°C
202		10% Recovered	°C
203		20% Recovered	°C
204		50% Recovered	°C
205		85% Recovered	°C
206		90% Recovered	°C
207		95% Recovered	°C
208		Evaporated @ 70°C	vol%
209		Evaporated @ 100°C	vol%
210		Evaporated @ 180°C	vol%
211		Final Boiling Point	°C
212		% Recovered	vol%
213		% Residue	vol%
214		% Loss	vol%
215		% Residue + Loss	vol%
220A	D-56	Flash Point - Tag	°C
220B	D-93	Flash Point - P/M	°C
220C	D-3828	Flash Point - Seta, Method A	°C
220D	D-3828	Flash Point - Seta, Method B	°C

Code	Method	Test	Unit
220E	IP-170	Flash Point - Abel	°C
221	D-3828	Flash Point - Seta (Flash/No F)	“F” or “N”
230A	D-1298	Density @ 15°C -Hydrom	kg\L
230B	D-4052	Density @ 15°C - Digital	kg\L
231A	D-1298	API Gravity @ 60°F	°API
231B	D-4052	API Gravity @ 60°F	°API
231C	D-287	API Gravity @ 60°F	°API
240A	D-323	RVP	kPa
240B	D-4953	Vapor Press - Dry Meth	kPa
240C	D-5190	Vapor Press - Automatic	kPa
240D	D-5191	Vapor Press - Mini Meth	kPa
240E	D-5482	Vapor Press - Mini -Atm	kPa
250A	D-2533	V/L Ratio - Buret	Unit@°C
250B	D-5188	V/L Ratio - Evac Chamb	Unit@°C
250C	D-4814	Estimated V/L Ratio	Unit@°C
260	STANAG 7090	Vapor Lock Index	

FLUIDITY

Code	Method	Test	Unit
300A	D-2386	Freezing Point	°C
300B	D-5901	Freezing Point	°C
300C	D-5972	Freezing Point	°C
300D	D-4305	Freezing Point, Low Temps	°C
310	D-445	Viscosity	cSt
311	D-445	Viscosity Temperature	°C
320A	D-2500	Cloud Point	°C
320B	D-5771	Cloud Point (Optical)	°C
320C	D-5772	Cloud Point (Linear Cool)	°C

Code	Method	Test	Unit
320D	D-5773	Cloud Point (Constant Cool)	°C
321A	IP-309	Cold Filter Plugging Point	°C
321B	D-6371	Cold Filter Plugging Point	°C
321C	D-6371(M)	Cold Filter Plugging Point	°C
330A	D-97	Pour Point	°C
300B	D-5949	Pour Point – Pulsing Method	°C
340	D-6079	Lubricity (Wear Scar)	0.01 mm

COMBUSTION

Code	Method	Test	Unit
400A	D-240	Net Heat by Bomb	MJ/kg
400B	D-1405	Net Heat (Anal-Grav(°F),S)	MJ/kg
400C	D-3338	Net Heat (Aromat,API,Dist,S)	MJ/kg
400D	D-4529	Net Heat (Dens-Anal(°C),S)	MJ/kg
400E	D-4809	Net Heat by Bomb-Precision	MJ/kg
400F	D-4868	Net and Gross Heat	MJ/kg

Code	Method	Test	Unit
410	D-1740	Luminometer Number	Unit
420	D-1322	Smoke Point	mm
430	D-482	Ash Content	mass %
440A	D-189	Conradson Carbon Res	mass %
440B	D-524	Ramsbottom Carbon Res	mass %
440C	D-4530	Carbon Residue - Micro	mass %

CORROSION

Code	Method	Test	Unit
500	D-130	Copper Strip Corrosion	Method

Code	Method	Test	Unit
510	IP-227	Silver Strip Corrosion	Method

STABILITY

Code	Method	Test	Unit
600A	D-3241	JFTOT @ 275°C	
600B	D-3241	JFTOT @ 260°C	
600C	D-3241	JFTOT @ 245°C	
601	D-3241	Pressure Change	mm Hg
602	D-3241	Visual Rating	Method
603	D-3241	Spun Rating	Method
604	D-3241	Other JFTOT Temperature	°C
605	D-3241	Pressure Change @ Other Temp	mm Hg

Code	Method	Test	Unit
606	D-3241	Visual Rating @ Other Temp	Method
607	D-3241	Spun Rating @ Other Temp	Method
610	D-525	Ox Stability -Gasoline	minute
620A	D-2274	Accelerated Stability	mg/100mL
620B	D-5304	Accelerated Stab - O ₂ Opres	mg/100mL
620C	ISO10307	Tot Sed in Residual Fuels	%mass

CONTAMINANTS

Code	Method	Test	Unit
700	IP-225	Copper Content	ppb
710	D-381	Existent Gum	mg/100mL
711	D-381	Washed Gum	mg/100mL
720A	D-2276	Particulate Cont	mg/L
720B	D-5452	Particulate Cont	mg/L
730	Annex	Filtration Time	minutes
740	D-1094	Water Reaction - Interface	Method
741	D-1094	Water Reaction - Separation	Method
742	D-1094	Water Reaction - Vol Chng	Method
750	D-3948	WSIM	Method
751		Additives Present (See Note)	(List A)
750X	D-3948	WSIM - Special (See Note)	Method
760	D-4814	Phase Separation (Haze)	°C

Code	Method	Test	Unit
761	D-4814	Phase Separation (Sep)	°C
770	D-1401	Demulsification @ 25°C	minutes
780A	D-1796	Water & Sed	vol%
780B	D-2709	Water & Sed	vol%
781A	D-95	Water by Distillation	vol%
781B	D-6304	Water by Karl Fischer	mg/kg
782	D-473	Sediment by Extraction	mass %
795	SW-846	EPA Metals - As	Method
796	SW-846	EPA Metals - Cd	Method
797	SW-846	EPA Metals - Cr	Method
798	SW-846	EPA Metals - Pb	Method
799	SW-846	Total Halogens	Method

ADDITIVES

Code	Method	Test/Additive	Unit	Code	Method	Test/Additive	Unit
800A	Antioxidant	Topanol A	mg/L	830E	FSII – Calculated		vol%
800B	Antioxidant	HITEC 4733	mg/L	831	Additive Injection Point		(Note)
800C	Antioxidant	AN 733	mg/L				
800D	Antioxidant	AO-31	mg/L	840A	Corr Inhibitor	PRI-19	mg/L
800E	Antioxidant	AO-30	mg/L	840B	Corr Inhibitor	DCI-4A	mg/L
800F	Antioxidant	AO-29	mg/L	840C	Corr Inhibitor	DCI-6A	mg/L
800G	Antioxidant	Nalco EC5208A	mg/L	840D	Corr Inhibitor	HITEC 580	mg/L
800H	Antioxidant	TOLAD 3915	mg/L	840E	Corr Inhibitor	Petrolite NC-351	mg/L
800I	Antioxidant	TOLAD 3920	mg/L	840F	Corr Inhibitor	NALCO 5403	mg/L
800J	Antioxidant	TOPANOL AN	mg/L	840G	Corr Inhibitor	TOLAD 3220	mg/L
800K	Antioxidant	CHIMIC 4327	mg/L	840H	Corr Inhibitor	UNICOR J	mg/L
800L	Antioxidant	AO-37	mg/L	840I	Corr Inhibitor	IPC-4410	mg/L
800M	Antioxidant	BETZ BQ203	mg/L	840J	Corr Inhibitor	IPC-4445	mg/L
800N	Antioxidant	Chemlink No 4650	mg/L	840K	Corr Inhibitor	MOBILAD F800	mg/L
800O	Antioxidant	Petroxylin E219	mg/L	840L	Corr Inhibitor	NALCO 5405	mg/L
800P	Antioxidant	Kerobit TP-26	mg/L	840M	Corr Inhibitor	NUCHEM PCI-105	mg/L
800Q	Antioxidant	Pet411K	mg/L	840N	Corr Inhibitor	TOLAD 249	mg/L
800R	Antioxidant	ISONOX 133	mg/L	840O	Corr Inhibitor	WELCHEM 91120	mg/L
800S	Antioxidant	AO-37B	mg/L	840P	Corr Inhibitor	SPEC-AID 8021	mg/L
800T	Antioxidant	ISONOX 75	mg/L	840Q	Corr Inhibitor	RPS-613	mg/L
800U	Antioxidant	HITEC 4775	mg/L	840R	Corr Inhibitor	SPEC AID 8Q22	mg/L
801	Additive Injection Point		(Note)	840S	Corr Inhibitor	TOLAD 4410	mg/L
				841	Additive Injection Point		(Note)
810A	Metal Deactivator (DMD)		mg/L				
810B	Metal Deactivator (DMD-2)		mg/L	850	Thermal Stability Additive		mg/L
811	Additive Injection Point		(Note)	851	Additive Injection Point		(Note)
820	Conductivity Improver	mg/L		860	Diesel Fuel Stabilizer Additive		mg/L
821	Additive Injection Point		(Note)	861	Additive Injection Point		(Note)
830A	FSII (D-5006)		vol%	870	Ignition Improver		mg/L
830B	FSII (FTM-5327)		vol%	871	Additive Injection Point		(Note)
830C	FSII (FTM-5340)		vol%				
830D	FSII (FTM-5340) - EGME		vol%				

OTHER TESTS

Code	Method	Test	Unit	Code	Method	Test	Unit
900	D-2624	Conductivity	pS/m				
901	D-2624	Temperature at Measurement	°C				
910A	D-976	Calc Cetane Index - 2 Var	Method				
910B	D-4737	Calc Cetane Index - 4 Var	Method				
911	D-613	Cetane Number	Method				
920A	D-2699	Research Octane Number	Method				
920B	D-2885	Research Octane Number	Method				
921A	D-2700	Motor Octane Number	Method				
921B	D-2885	Motor Octane Number	Method				
930	D-611	Aniline Point	°C				
940	D-4814	Water Tolerance	°C				

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at **<http://www.customerservice@dnb.com>**. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at **globalinfo@mail.dnb.com**.

(FAR 52.204-6)