

**Date:** April 1, 2003

**From:** Roger Wilson  
Defense Energy Support Center/DESC-BZD  
8725 John J. Kingman Rd., Suite 4950  
Ft. Belvoir, VA 22060-6222  
FAX: (703) 767-8506

**SUBJECT:** Western Pacific (WESTPAC) JET A-1 Supplemental Solicitation SP0600-02-R-0077-0006

1. This is solicitation SP0600-02-R-0077-0006 for the purchase of JET A-1 for a WESTPAC supplemental requirement. This supplemental solicitation incorporates the terms and conditions of Solicitation SP0600-02-R-0077 (WESTPAC Basic) issued June 28, 2002 and Amendments 0001-0007, with the exception of clause deletions, modifications and additions reflected herein. (If you need a copy of SP0600-02-R-0077, please visit our web site at <http://www.desc.dla.mil>).
2. **B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001)**
  - (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)
Turbine Fuel, Aviation (JA1) NSN: 9130-00-753-5026 UK Defense Standard 91-91/Issue 4 dated 14 June 2002 Purchase Program No: 1.1h	25,480,000

Item	Location/activity	Method of delivery	Estimated Quantity (USG)	Offer Price (USD/USG) Eff. May 30, 2002
0504	DFSP SITRA, BAHRAIN	TK / PL	25,480,000	

**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) DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker or barge to requiring activities.
- (d) Turbine Fuel, Aviation (JA1) must not include FSII, CI/LI, and SDA additives. The electrical conductivity limits are deleted and the DD250-1 must be annotated with the following: "Product meets the requirements of Defense Standard 91-91 except for electrical conductivity."

(DESC 52.207-9F10)

- 3. 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).
- 4. In accordance with Clause F1.25, DELIVERY AND ORDERING PERIODS (DESC JUL 1995), the ordering and delivery periods will be:
  - (a) **Ordering Period Begins: Date of Award and Ends: December 31, 2003.**
  - (b) **Delivery Period Begins: June 1, 2003 and Ends: December 31, 2003 plus a 30-day carry-over period.**
- 5. The following will be incorporated into paragraph (f) Table of Clause B19.34, ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC APR 1997):

Name of Publication	Heading Under Which Reference Price is Published and Price Report	Reference Price Effective <u>May 30, 2002</u> (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.

Product	Reference Product (Location)	Reference Price/USG Effective May 30, 2002
JA1	Kerosene (Singapore Subheading)	\$0.661512

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

**Offer Schedule**

<b>Item</b>	<b>Product</b>	<b>Quantity (USG)</b>	<b>Mode</b>	<b>(O) Orig or (D) Dest</b>	<b>Shipping/FOB Point</b>	<b>Offer Unit Price (USD/USG) Effective May 30, 2002</b>

- (a) State the Minimum/Maximum Quantities for Award by Shipping Point / Mode:

<b>Product</b>	<b>Mode</b>	<b>Shipping Point</b>	<b>Minimum Qty (USG)</b>	<b>Maximum Qty (USG)</b>

- (b) State Minimum/Maximum Quantities (Parcel Size) for each Individual Lift for each Shipping Point / Mode:

<b>Product</b>	<b>Mode</b>	<b>Shipping Point</b>	<b>Minimum Qty (BBLs)</b>	<b>Maximum Qty. (BBLs)</b>

- (c) State the Maximum Quantity Available per Month for each Shipping Point:

<b>Product</b>	<b>Mode</b>	<b>Shipping Point</b>	<b>Maximum Monthly Quantity (USG)</b>

- (d) State the Minimum Number of Days Between Lifts per Shipping Point / Mode (please state if there is no interval required between lifts):

Product	Mode	Shipping Point	Number of Days Between Lifts

**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.** These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. The Government reserves the right to schedule lifts in accordance with the lift intervals indicated in the Schedule of the resultant contract. If the evaluation of each item results in less total quantity than the total quantity offered for that item, then the Government may not award more than the evaluated total quantity. However, offerors should consider the Government’s evaluation factors for tanker lift intervals to assure lift intervals and parcel sizes provide for full evaluation of total offered quantity for all items by all modes of delivery.
  - 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) For Tanker mode offers, identify the Mean Low Water (MLW) Depth at the Shipping Point and the Channel Approach leading to the dock (Identify the most restrictive point).

Feet	Shipping Point

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

- (f) **For all new offerors/new locations offered only.** Please provide the Map Coordinates for your Shipping Point/Refinery Point.

Shipping Point	Map Coordinates

- (g) 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.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (i) Specify Operating Hours for Berthing and Loading:

Berthing: \_\_\_\_\_

Loading: \_\_\_\_\_

**Notes:**

1. Please see Clause F52.01 that provides the standards for accepting or rejecting a vessel. This clause will apply to all vessels utilized by DESC including spot charters.
2. 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 Clauses F15/F52).

(j) Specify Maximum Ballast Receiving Capability: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(k) Please provide the Maximum Tanker Size that your facility can handle.

Cargo Capacity: \_\_\_\_\_

Beam: \_\_\_\_\_

(l) Please provide the Maximum Shipping Rate in Barrels per Hour.

Tanker: \_\_\_\_\_

(m) Please provide any Vetting Criteria: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(n) Please provide DUNS Number: \_\_\_\_\_

7. **Acceptance of the terms and conditions of RFP SP0600-02-R-0077 and Amendments 0001 - 0007 are required and must be stated in the offer.**
8. **Certifications & Representations:** If you submitted an offer under RFP SP0600-02-R-0077, please confirm in writing that the certifications and representations of the offer remain in effect for your offer under RFP SP0600-02-R-0077-0006.
9. **Closing date and time for this solicitation is April 8, 2003 at 1:00 p.m. (1300 hours), local time, Ft. Belvoir, Virginia, USA.**
10. Offers received after the date and time specified above will be considered late in accordance with paragraph (f) to Clause L2.05-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (DESC SEP 2000).

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

<b>April 8, 2003</b>	<b>INITIAL OFFER CLOSING DATE (1:00 P.M.)</b>
<b>April 15, 2003</b>	<b>NEGOTIATIONS OPEN</b>
<b>April 29, 2003</b>	<b>NEGOTIATIONS CLOSE</b>

12. Please see the attached clauses that are updated from the basic solicitation, SP0600-02-R-0077.

13. 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 Wilson at telephone (703) 767-9310.

JOY E. MULLORI  
Overseas Contracting Officer  
Bulk Fuels Division

**11.03-2 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (BULK) (DESC SEP 2002)**

(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, 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 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.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable 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.**

(1) 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 –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract Number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) **Electronic funds transfer (EFT) banking information.**

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION, or PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. **Note:** Contractors are also required to provide additional information in their invoices as specified in the Addendum, as discussed in the SUPPLEMENTAL INVOICING INFORMATION (BULK) clause.

(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 OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. **Also see Addendum.**

**11.03-2 CONT'D**

(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 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 purpose. 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)

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)**

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

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

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

**[Contracting Officer must check as appropriate.]**

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

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

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

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

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

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

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

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

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

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

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

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

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

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

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

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

**11.04 CONT'D**

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Contracting Officer must check as appropriate.]**

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

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

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

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

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

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

**11.04 CONT'D**

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

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

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

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

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

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).

(FAR 52.212-5)

**E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS  
(DESC JAN 2003)**

The following list shall be used to identify, by procurement location, the Government inspection office assigned inspection responsibility under DESC overseas contracts for petroleum products and additives. The area of inspection responsibility and identifying office code are assigned in paragraph (a). The address and phone number of each inspection office and its corresponding office code is provided in paragraph (b).

**(a) AREA OF RESPONSIBILITY AND OFFICE CODE.**

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

<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.

**(b) QUALITY ASSURANCE INSPECTION OFFICE AND CODE.**

110. DESC Americas -- East  
Federal Building, Room 1005  
2320 LaBranch Street  
Houston, TX 77004-1091  
Phone: (713) 718-3883  
FAX: (713) 718-3891

**E22 CONT'D**

111. DESC Homestead  
360 Coral Sea Blvd.  
Homestead AFB, FL 33039-1299  
Phone: (305) 258-7454/55/56  
FAX: (305) 258-7761
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: 49-611-380-7710<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  
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  
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)

**H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2002)**

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

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

**AREA OF LIFT (SHIPMENT)**

Alabama, Arizona, Arkansas, Connecticut, Delaware,  
District of Columbia, Florida, Georgia, Illinois, Indiana,  
Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,  
Massachusetts, Michigan, Minnesota, Mississippi,  
Missouri, Nebraska, New Hampshire, New Jersey,  
New Mexico, New York, North Carolina, North Dakota,  
Ohio, Oklahoma, Pennsylvania, Rhode Island,  
South Carolina, South Dakota, Tennessee, Texas, Vermont,  
Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area,  
Colombia, El Salvador, Honduras, Mexico, Puerto Rico,  
and West Indies

**DESC ADDRESS AND TELEPHONE NUMBER**

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

**H19.02 CONT'D**

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

Defense Energy Support Center - Los Angeles  
3171 N. Gaffey Street  
San Pedro, CA 90731-1099  
TELEPHONE: 310-900-6960  
FAX: 310-900-6976

Alaska and Aleutians

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

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

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

**FOOTNOTES:**

1. DESC Europe  
American Arms Hotel  
August STR 6 Box 224  
65189 Wiesbaden, Germany  
  
Phone:  
COM 49-611-380-7666  
FAX 011 49-611-380-7412

2. DESC Middle East  
PSC 451, Box DESC-ME  
FPO AE 09834-2800  
  
Phone: Awali, Bahrain  
DSN (318) 439-4650  
COM 011-973-724650  
FAX 011-973-724670

**H19.02 CONT'D**

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

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

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

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

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

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

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

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

(DESC 52.242-9FQ1)

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR

**G9.07 CONT'D**

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

**(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TITLE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

**(h) NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

**G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DESC SEP 2002)**

Supplemental information required by the contract as authorized by 5 CFR part 1315.

(a) Description of the item shall include the Government product code, such as JP8, JP5, F76, etc.

(b) Pipeline shipments shall include the Commercial Batch Number for each pipeline shipment, if available. (For f.o.b. origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

(DESC 52.211-9FH7)

**K15.01 RELEASE OF UNIT PRICES (BULK) (DESC NOV 2002)**

(a) The Defense Energy Support Center (DESC) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DESC website throughout the delivery period of some contracts. Offerors have not objected to DESC's routine release or disclosure of these unit prices.

(b) DESC will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

(c) DESC will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

(DESC 52.224-9F26)