

Date: July 19, 2002

From: Defense Energy Support Center/DESC-BZD
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SUBJECT: WESTPAC Supplemental Solicitation SP0600-02-R-0077-0001 for
JP8 and LL Mogas

1. This is solicitation SP0600-02-R-0077-0001 for purchase of the JP8 and LL Mogas under Western Pacific Supplemental Requirement. This solicitation incorporates the terms and conditions of solicitation SP0600-02-R-0077 (WP) issued June 28, 2002, 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. Clause B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001) is as follows:

- (a) Offerors are required to fill in and submit, as well as all other required documents, Clause K15.100 RELEASE OF UNIT PRICES (DESC JUNE 2002) on page 8 of 8 in this solicitation.
- (b) Please base offered price on Oil Companies Advisory Committee (OCAC) bi-monthly publication effective July 1, 2002. (See paragraph 4.)
- (c) The supplies to be furnished during the contract period and all associated data are as follows:

(1) For LL Mogas Requirement:

Item Product/Specification	Estimated Quantity (USG)
Pakistan Standards Institute Specification for Petrol Low Lead Motor Gasoline Purchase Program No: 2.99	195,600 USG (16,300 USG Per Month)

Item	Location/Activity	Method of Delivery	Estimated Quantity (USG)	Offer Unit Price Exclude Transportation Cost (USD/USG)	Unit Cost of Transportation (USD/USG)
0102	Kandahar Int'l. Airport Kandahar, Afghanistan	TT	75,600 USG (Approximately 1 truck load of 6,300 USG per month)		
0103	Bagram Air Base Bagram, Afghanistan	TT	120,000 USG (Approximately 1 truck load of 10,000 USG per month)		

(2) For JP8 Requirement:

Item Product/Specification	Estimated Quantity (USG)
Turbine Fuel, Aviation (JP8) NSN 9130-01-031-5816 MIL-DTL-83133E, Clause 16.64-5 Purchase Program No: 2.99	23,725,000 USG (65,000 USG Per Day)

NOTE: Please note that if you are unable to supply JP8, JA1 may be offered in accordance with UK Defense Standard 91-91/Issue 4 dated 14 June 2002.

Item	Location/Activity	Method of Delivery	Estimated Quantity (USG)	Offer Unit Price Exclude Transportation Cost (USD/USG)	Unit Cost of Transportation (USD/USG)
0502	Kandahar International Airport Kandahar, Afghanistan	TT	20,000 per day with a surge requirement of 40,000 USG		
0503	Bagram Air Base Bagram, Afghanistan	TT	20,000 per day with a surge requirement of 40,000 USG		
0504	Shabaz Air Base Jacobabad, Pakistan	TT	25,000 per day with a surge requirement of 60,000 USG		

(3) For Tank Truck Delivery:

- (a) Method of Delivery – Tank Truck.
- (b) Tank Truck offers must be on a FOB Destination Basis.
- (c) Delivery is required into bladders at the each requiring location.
- (d) Evaluation of Tank Truck (TT) mode offers will be in accordance with Clause M41.02, EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING)-TRANSPORTATION RATES AND RELATED COSTS (DESC JUL 1991).

(e) Tank trucks used for this solicitation must meet the following requirements:

- (1) Coupling must have 3 or 4 inch male kamlok from the truck to our system.
- (2) Coupling must have 2.5 inch threaded female to the trucks.
- (3) Trucks must be dedicated to LL Mogas service with internal epoxy coating.
- (4) Trucks must be dedicated to Jet Fuel service with internal epoxy coating.
- (5) Trucks must be sealed with a serially numbered seal.

(f) DESC will assume the title and risk of loss for the product at the FOB origin point and authorizes the awardee to arrange for transportation to the destination. DESC recognizes that the awarded will use a third party to accomplish transportation of DESC product to the destination. The awardee will provide DESC the name of the transportation company in advance of any changes in carriers for DESC security and quality approval.

(g) Offerors are required to fill in and submit, as well as all other required documents, TT free time and detention rates on page 7 of 8 under Clause F3.02 in this solicitation.

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

(a) Ordering Period: Date of Award to October 15, 2003.

(b) Delivery Period: October 16, 2002 to October 15, 2003, 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 (Exclude All Taxes)
Oil Companies Advisory Committee (OCAC)	For MS (87 RON): Direct Sale to Consumers For JP1: Government Minimum Selling Price (GMSP) (Technical)	July 1, 2002

(a) For LL Mogas Requirements:

Reference product: MS (87 RON)
 Reference price: \$0.895652 USD/USG

(b) For JP8 Requirements:

Reference product: JP-1
 Reference price: \$0.767000 USD/USG

NOTES:

(a) Product reference prices will change based on submission of the posted prices, which is published on the 15th day and final day of each month effective the following day, from the Oil Companies Advisory Committee (OCAC) under the Pakistan Government's Ministry of Petroleum.

(b) The exchange rate of Dollar to Rupees or vice versa used for calculating product reference price is the rate posted on the Internet site www.x-rates.com for the effective date of the OCAC publication.

(c) This Internet Website does not publish exchange rates on U.S. holidays and weekends. Under these circumstances, the last posted exchange rate prior to the effective date of the OCAC publication is used, e.g., July 15, 2002 exchange rate is the same as July 12, 2002.

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

Offer Schedule

Item	Product	Quantity (USG)	Mode	(O) Orig or (D) Dest	Shipping/FOB Point
0102	LL Mogas		TT	D	
0103	LL Mogas		TT	D	
0502	JP8 / JA1		TT	D	
0503	JP8 / JA1		TT	D	
0504	JP8 / JA1		TT	D	

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

Product	Mode	Shipping Point	Minimum Qty (USG)	Maximum Qty(USG)
LL Mogas	TT			
JP8 /JA1	TT			

b. State minimum/maximum quantities available for delivery per day:

Product	Mode	Location / Activity	Minimum Qty. (USG)	Maximum Qty. (USG)
JP8 / JA1	TT	Kandahar Int'l. Airport Kandahar, Afghanistan		
JP8 / JA1	TT	Bagram Air Base Bagram, Afghanistan		
JP8 / JA1	TT	Shabaz Air Base Jacobabad, Pakistan		

c. State the maximum quantity available per month:

Product	Mode	Maximum Monthly Quantity (USG)
LL Mogas	TT	
JP8 / JA1	TT	

d. State tank truck capacity in USG for each of the locations and number of trucks per convoy necessary to accommodate minimum and maximum quantities:

Product	Mode	Location / Activity	TT Capacity (USG)	Convoy Size (Minimum)	Convoy Size (Maximum)
JP8 / JA1	TT	Kandahar Int'l. Airport Kandahar, Afghanistan			
JP8 / JA1	TT	Bagram Air Base Bagram, Afghanistan			
JP8 / JA1	TT	Shabaz Air Base Jacobabad, Pakistan			

6. Acceptance of the terms and conditions of RFP SP0600-02-R-0077 is required and must be stated in the offer.
7. If you submitted an offer under SP0600-02-R-0077 Bulk Fuel requirement, please confirm that the certifications and representations of the offer remain in effect for your offer under SP0600-02-R-0077-0001.
8. Closing date and time for this solicitation is August 15, 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 this schedule is subject to change at any time:

August 15, 2002	Initial Offer Closing Date 1:00 p.m.
August 29, 2002	NEGOTIATIONS OPEN
September 17, 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, Ms. Sae-Jin Yu at telephone (703) 767-9496.
12. Clause I81 INDEFINITE QUANTITY (OCT 1995) is deleted from solicitation SP0600-02-R-0077, and Clause I84 REQUIREMENTS (OCT 1995) is added on page 7 of 8.
13. Clause I86.12 DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT (BULK) DESC APR 2001) is deleted from solicitation SP0600-02-R-0077. This will be a requirements contract; therefore, there is no minimum guarantee.
14. Please see the attached clauses that are hereby added to supplemental solicitation, SP0600-02-R-0077.
15. Joy E. Mullori, Overseas Contracting Officer.

F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DESC JUN 1996)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence at the time the discharge hose is connected to fill pipe at the delivery point specified and will end when discharge is completed. For items involving multiple drops, time between drops will not be included in free time. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required. Rate for detention shall be comparable to regulated tariffs governing the local area of receiving activity.

(1) Free time for unloading transport truck or truck and trailer:

(2) Rate for detention beyond the free time: _____.

(b) The above will not be considered in the evaluation of offers for award, except that free time of less than one hour or detention rates not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive.

UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(c) DETENTION COSTS. Any invoices for detention costs will be forwarded directly to the Contracting Officer. (DESC 52.247-9FA5)

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after November 15, 2003.
(FAR 52.216-21)

K 15.100 RELEASE OF UNIT PRICES (DESC JUNE 2002)

The Defense Energy Support Center has routinely released the “unit prices” of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. These “unit prices” are the bottom-line price per unit of product. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror’s anticipated profit or any pricing factors. This information has been released pursuant to the Freedom of Information Act in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offerors, 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.

Offerors shall indicate their agreement below to the release of unit prices after award. Note: The offeror’s agreement or disagreement with release of unit prices must apply to all items and may not be split to apply differently to different line items.

____ Offeror **AGREES** to the release of unit prices.

____ Offeror **AGREES** to release of unit prices, but only in the event of contract award. Detailed rationale is attached.

____ Offeror **DOES NOT AGREE** to the release of unit prices. Detailed rationale is attached.

DESC does not believe that release of unit prices after award causes any competitive harm. If the offeror disagrees, the offeror must provide a detailed explanation of how it will suffer competitive harm from the release of unit prices after award. This detailed explanation must be provided with the initial offer. DESC will use this information to determine if there is a sufficient basis to withhold the unit price after award. The offeror’s indication of disagreement with release of unit prices and failure to provide a detailed explanation of competitive harm with the initial offer may result in release of unit prices after award. Failure to agree to the release of unit prices will not be a factor considered in contract award.

(DESC 52.224-9F25)

M41.02 EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING) - TRANSPORTATION RATES AND RELATED COSTS (DESC JUL 1991)

(a) Transportation rates and related costs (average/fixed rate estimated for the procurement cycle) shall be used in the evaluation of f.o.b. origin proposals. The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment shall be used in the evaluation.

(b) If the offeror desires to guarantee a rate other than that covered in (a) above, such rate shall be considered in the evaluation of offers and shall become a part of any resultant contract as an f.o.b. destination offer.

(DESC 52.247-9F35)