

SYNOPSIS/SOLICITATION
Issued January 30, 2003

PART: U.S. Government Procurements

SUBPART: Supplies, Equipment and Material

CLASSCOD: 91—Fuels, Lubricants, Oils, and Waxes

OFFADD: Defense Energy Support Center, 8725 John J. Kingman Rd., Suite 4950, Ft. Belvoir, VA 22060-6222

SUBJECT: 91—Jet A-1 Fuel and DF2 (High Sulfur) Summer Dyed

SOL: SP0600-03-R-0048

DUE: 4 February 2003

POINTS OF CONTACT: Lisa O'Brien 703-767-9534 lobrien@desc.dla.mil, or Annette M. Brim, 703-767-9537, abrim@desc.dla.mil.

WEB ADDRESS: <http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=DESCPEPLOverseas>

DESCRIPTION: This is a combined synopsis/solicitation for a commercial item prepared in accordance with the format in FAR Subpart 12.6, as supplemented by additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested under solicitation number SP0600-03-R-0046 and a written solicitation will not be issued. Jet A-1, NSN 9130-00-753-5026, ASTM D 1655, as modified by clause C16.09 and #2 Diesel Fuel, high sulfur summer dyed (DF2), NSN9140-00-286-5294, as modified by clause C16.26. For both products, delivery is to be FOB destination, via Tank Wagon w/pump and meter, of 37,500 USG's of Jet A-1 (Item 001-03) into 1/2,500 USG Hemitt Tanker and 50,000 USG's of DF2 into 3/2,500 USG Hemitt Tankers to Task Force Jaguar Base Camp, in Dangriga, Belize from Date of Award to the end of ordering period on 03 May 2003. The solicitation document and incorporated provisions are those in effect through Federal Acquisition Circular 01-12 effective January 27, 2003. DESC anticipates conducting discussions with offerors submitting proposals under subject solicitation, but reserve the right to make contract award(s) based on initial offers submitted

The provision at 52.212-1 - Instructions to Offerors-Commercial, applies to this acquisition. Offerors are advised to include a completed copy of 52.212-3, Offeror Representations and Certifications--Commercial Items, with their offer. The clause at 52.212-4, Contract Terms and Conditions - Commercial Items, applies to this acquisition, as well as the provisions outlined under clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. Offeror Representations and Certifications and Reference Clauses can be obtained from the DESC website at the following link:
<http://www.desc.dla.mil/DCM/DCMPage.asp?LinkID=DESCPEPLOverseas>

The Government contemplates award of a Requirements Type, Fixed Price with Economic Price Adjustment contract resulting from this solicitation. Product prices will escalate / de-escalate cent for cent or any fraction thereof with the arithmetic 5-day average of U.S. Gulf Coast postings for Jet Kero 54 and #2 U.S. Gulf Coast Postings Waterborne, as published in Platts Oil Gram Price Report. Price adjustments will escalate / de-escalate semimonthly and shall occur on the first (1st) and third (3rd) Monday of the month.

Offer prices should be based on the **reference price** in effect on **27 January 2003**, which is as follows: **\$0.8967, for Jet Kero (Jet A-1) and \$0.8891 for #2 Diesel (DF2).** Offerors written proposals should be submitted in English in U.S. dollars per gallon and signed by an authorized company official. Elements that should be included are as follows: price, price structure, applicable taxes, and any offer terms and conditions. Offerors are asked to give a complete breakdown of their proposal elements submitting their offer. Proposals must be received no later than 3:00 p.m., local U.S. time, Fort Belvoir, VA, on 3 February 2003. Please submit your offer via fax addressed

to the following: **Attn. Lisa O'Brien / DESC-PLB / RM 3729 / 703-767-8506 (Fax)**. When submitting your offers, please note the solicitation number (SP0600-03-R-0046) on the fax. Questions regarding this synopsis/solicitation should be directed to the aforementioned at 703-767-8506, e-mail lobrien@desc.dla.mil.

This solicitation incorporates the following clauses in full text:

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (DESC FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with their offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with offer offer. Also, the full text of any FAR, DFARS, or DLAD solicitation provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www-far.npr.gov/>
DLAD: <http://www.procregs.hq.dla.mil/>

(b) All DESC clauses and provisions are contained in full text in this solicitation.

(DESC 52.252-9F02)

Under the provisions of Clause L2.28 above, the following clauses are hereby incorporated into this solicitation by reference:

I. FAR/DFAR CLAUSES

I1.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2000)
I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)
I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)
I28.21 TAXES – FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I33 INTEREST (JUN 1996)
I84 REQUIREMENTS (OCT 1995)
I115 CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT (APR 1984)
L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 2001)
K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (ALTS I/III) (APR 2001/OCT 2000)/OCT 2000
***OFFERORS ARE REQUESTED TO INCLUDE A COMPLETED COPY OF THIS PROVISION WITH THEIR PROPOSAL.**

II. DESC CLAUSES

B19.02	ECONOMIC PRICE ADJUSTMENT (OVERSEAS)(DESC AUG 2000)
C16.09	TURBINE FUEL, AVIATION (JETA/A1/A50/B) (DESC AUG 2001)
C16.26	FUEL OIL, DIESEL (DFA/DF1/DF2) (DESC JUL 1999)
E1	CONTRACTOR INSPECTION RESPONSIBILITIES (DESC AUG 2000)
E3	CERTIFICATE OF CONFORMANCE (APR 1984)
E5	INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996)
E12	POINT OF ACCEPTANCE (DESC MAY 1969)
E22	LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC JAN 2003)
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)
E35	NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)
G9.07	ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)
G18	ACCOUNTING AND APPROPRIATION (DFSC FEB 1968)
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE-COMMERCIAL ITEMS (DESC FEB 1996)
I190.06	MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)
L5.01-1	AGENCY PROTESTS (DESC 1999) DLAD
L54	SITE VISIT (DFSC OCT 1992)

III. ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions noted above and in the clauses incorporated by reference, the following terms and conditions shall also be included in any resultant contract:

1. DELIVERIES. All deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

2. QUANTITY DETERMINATION. At the Government's option, quantity may be determined at the receiving activity on the basis of—

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

If the Government does not elect to use one of the methods in (a) or (b) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. If this method is used, the Government reserves the right to redetermine the quantity received at time of delivery by gauging the receiving tank before and after delivery.

3. WATER BOTTOMS. (a) Every delivery must be free of all water bottoms prior to discharge; and (b) The Contractor is responsible for their removal and disposal.

4. VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15 degrees Celsius) is required for all volumes of measured in tank trucks, trucks and trailers and tank wagons which are in excess of 5,000 gallons.

5. MEASUREMENT STANDARDS. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. (1) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(2) If the original measurement is by weight and quantity is required in U.S. gallons, then--(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. (3) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

6. INVOICING AND PAYMENT. (A) Overbillings--(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques. (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document. (B) Underbillings will be paid as invoiced. (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

7. VARIATION IN QUANTITY. A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified. The permissible variation shall be limited to a 10 percent increase / decrease. This increase or decrease shall apply to each delivery order.