



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER (DESC)
Ground Fuels Division II, DESC-PLC

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<http://www.desc.dla.mil>

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SP0600-01-R-0038
SOLICITATION OF OFFERS
FOR SALE OF

FUEL OIL, RECLAIMED (FOR) AT
Fleet and Industrial Supply Center (FISC)
PEARL HARBOR, and
KANEOHE BAY HI

Offers Closing Date: **18 JANUARY 2001**

BUYER:	PATRICIA BURKE
PHONE:	(703) 767-9503
CONTRACTING OFFICER:	KATHRYN R. RISO
PHONE:	(703) 767-9511

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SECTION A – SOLICITATION

A.1 Introduction/Description

a. The Defense Logistics Agency (DLA), Defense Energy Support Center (DESC), is soliciting written offers for the Sale of Fuel Oil Reclaimed (FOR), as follows:

<u>Item Number</u>	<u>Location</u>	<u>Product</u>	<u>Estimated Quantity / USG</u>
0001	FISC Pearl Harbor, HI	FOR	277,200
0002	Kaneobe Bay, HI	FOR	35,000 – 41,000

b. The deadline for the receipt of offers is **3:00 p.m.**, local time Fort Belvoir, Virginia, USA, on **18 January 2001**. Offers should be based on the terms and conditions set forth in this solicitation.

SECTION B – PRICE

B.1 Preparation and Submission of Offers

a. The minimum offer for each line item shall be for the removal of all **product**. An offer for less than the minimum quantity shall be considered non-responsive. Offerors should telephone the Contracting Officer at (703) 767-9511 or Buyer at (703) 767-9503, prior to the submission of an offer to clarify issues or resolve concerns regarding this sale initiative.

b. All offers are to be fully executed and must be submitted with an original signature appearing on the form provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. For each line item offered, the Offeror shall:

- (1) enter the mode of pick-up to be used;
- (2) enter the unit price; and
- (3) the total price in the "Total Offered Price" column. Offeror must submit the price for removal of all of the product.

c. Each Offeror shall complete and furnish **SECTION I - Certifications** along with its offer.

d. Offerors shall submit initial offers by facsimile offers under this solicitation. These responses must arrive at the place, and by the time, specified in this solicitation (see **SECTION B.2 – Facsimile Offers, Modifications, and Withdrawals**). Offerors should use the facsimile number: **(703) 767-8506**.

e. **Offers are to be entered in the space(s) provided in EXHIBIT A – Solicitation/Contract for Sale of Product. By the submission of an offer, the Offeror agrees to be bound by the terms and conditions of this solicitation.**

f. In compliance with the solicitation, the Offeror agrees, if this offer is accepted within five (5) calendar days from the date specified in the solicitation for receipt of offers, to purchase all **product** on which offers are made at the price offered and to take delivery of the **product** within the removal period specified in **SECTION E - Removal of Product**.

B.2 Modification and Withdrawal of Offers

a. Offers may be withdrawn or modified by written notice or facsimile or telegram received at any time prior to the exact time Specified for receipt of offers (see Section B.3 – Facsimile Offers, Modifications, and Withdrawals below).

b. Prior to the exact time specified for receipt of offers, an offer may be withdrawn in person by an Offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

B.3 Facsimile Offers, Modifications, and Withdrawals

Offers, modifications, and withdrawals submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: **(703) 767-8506**.

(1) Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, a modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(2) Facsimile offers/modifications, and withdrawals that reject any of the terms and conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.

(3) Facsimile offers/modifications must contain the required signatures.

(4) If requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed offer/modification.

(5) If the Offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification including, but not limited to, the following:

- (a) Receipt of garbled or incomplete offer/modification.
- (b) Availability or condition of the receiving facsimile equipment.
- (c) Incompatibility between the sending and receiving equipment.
- (d) Delay in transmission or receipt of the offer/modification.
- (e) Failure of the Offeror to properly identify the offer/modification.
- (f) Illegibility of offer/modification.
- (g) Security of the data contained in the offer/modification.

B.4 Consideration of Offers

a. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.

b. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.

c. The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms, which the Offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

d. The Government reserves the right to award a quantity less than the quantity offered, at the unit price offered, unless the Offeror specifies otherwise in the offer.

e. When more than one offer has been received for [product](#) listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those Offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revisions received after the time and date specified for the receipt of final proposal revisions will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

f. An Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove [product](#) in a timely fashion).

B.5 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

SECTION C – INSPECTION

C.1 Inspection

a. FOR fuel supplied by the Government shall meet or exceed specifications contained in MIL-F-24951B (SA). FOR Specifications are included at [EXHIBIT B – Specification MIL-F-24951B \(SA\), 10 Feb 95](#).

b. Notwithstanding Paragraph a. above, the [product](#) is sold on an "AS-IS" basis. Therefore, Offeror is **invited and urged** to inspect the [product](#) to be sold prior to submitting an offer.

c. The prospective Offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this [product](#) to be representative of the entire quantity being offered under this solicitation.

d. Inspection of the product can be arranged by calling Ms. Faye Mamiya at (808) 473-0110, however, an appointment to inspect/test the product must be made with the individuals identified in paragraph e. who will act as or arrange escorts, when required at the facility.

e. Any requests should include the name and title of each individual wishing to examine the [product](#). The Government reserves the right to limit the number of individuals seeking access to the **Pearl Harbor and Kaneohe Bay, HI**. Prospective Offerors should telephone the facility to be apprised of the time when product will be available for inspection at the facility. Requests for an appointment to inspect the product must be made to:

[FISC PEARL HARBOR](#) [Line Item 0001]
Mr. Mark Garrett
[FISC PEARL Harbor Fuel Department Code 700](#)
[1942 Gaffney Street Suite 100](#)
[Pearl Harbor, HI 96860-4549](#)

[KANEOHE BAY / USMC](#) [Line Item 0002]
Mr. Edward Campbell
Supply Department, Fuel Division

Commanding General
Box 63002 Code LSF
Marine Corps Base
Kaneohe Bay, HI 96863-3002

Facsimile Number: (808) 473-0000
Telephone Number (808) 473-0133
Or Alternate (808) 223-2281
E-Mail: Gregory_M_Garrett@pearl.fisc.navy.mil

Facsimile Number: (808) 257-2234
Telephone Number: (808) 257-3187
E-Mail: campbelleh@mcbh.usmc.mil

[REQUESTS SHOULD BE MADE AS SOON AS POSSIBLE](#)

f. Prospective Offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at **[FISC Pearl Harbor and Kaneohe Bay HI](#)**.

C.2 Condition of [Product](#)

All product listed herein is offered for sale "**AS-IS**". "AS-IS" means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the [product](#), or its fitness for any use or purpose. The [product](#) will be sold in United States Gallons (USG). The description of the [product](#) is based on the best information available to the Government.

SECTION D – PAYMENT

D.1 Payment

a. The Offeror agrees to pay for [product](#) awarded at the price or prices quoted in this offer. Payments shall be made in US dollars and shall be paid to for:

(1) **[FISC Pearl Harbor, HI -- Check\(s\) should be drawn to U.S. Treasury and credited to the "FISC Pearl Harbor BP38"](#)**
Line of Accounting: **[97X4930 NC1A 000 38007 000367 7T PRLRECLAIM1B](#)**

(2) **[Kaneohe Bay, HI – Check\(s\) should be drawn to U.S. Treasury and credited to the: "FISC Pearl Harbor BP 38"](#)**
Line of Accounting: **[97X4930 NC1A 000 38007 000367 7T PRLRECLAIM1B](#)**

NOTE: Funds from this sale shall be credited to the following FISC Pearl Harbor BP38 Account: [97X4930 NC1A 00604 3C 000038 PRLRECLAIM 1B](#)

b. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, or bank check made payable to "U.S. TREASURY". All checks must be drawn on a US domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks.**

c. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report), verifying quantity actually lifted.

D.2 Payment Due Date

The Purchaser shall pay for the **product** within **ten (10) calendar days** after the Government transfers title to the Purchaser.

D.3 Title

Title to the **product**, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the **product** passes into the Purchaser's **Barge, Truck** or other conveyance at the pick-up location designated in **EXHIBIT A – Solicitation/Contract for Sale of Product**.

D.4 Payment Addresses

**ATTN: DFAS-ADPSD/CA-F
DEFENSE FINANCE & ACCOUNTING SERVICE – COLUMBUS CENTER
P.O. BOX 182204
COLUMBUS, OH 43218-2204**

[FISC PEARL HARBOR]

**ATTN: DFAS-ADPSD/CA-F
DEFENSE FINANCE & ACCOUNTING SERVICE – COLUMBUS CENTER
P.O. BOX 182204
COLUMBUS, OH 43218-2204**

[KANEHOE BAY, HI]

D.5 Interest

a. Notwithstanding any other clause of this contract, all amounts that become payable by the Offeror to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Simple interest shall be paid at the rate, fixed by the Secretary of the Treasury as provided in 41 USC. Section 611, which is applicable to the period in which the amount becomes due and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until the amount due is paid in full.

b. Amounts shall be due at the earliest of the following dates:

(1) **Ten (10) calendar days** after the Government transfers title to the Purchaser.

(2) The date specified under **SECTION E - Removal of Product**, Paragraph **b**. if the Purchaser fails to remove the **product** within the contract removal period.

(3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

D.6 Letter of Credit

a. Within two (2) business days of receipt of award the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the **Defense Finance and Accounting Service – Columbus**, and equal to **75%** of the contract award ("contract award" being the estimated quantity **per line item** multiplied by the award price per line item) and containing the provisions set out in **EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and

authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia.

The original of the Letter of Credit must be sent to the Contracting Officer at the address specified on the cover page of this solicitation. Failure to provide the Letter of Credit may constitute grounds for termination of the contract(s) for cause.

b. The Letter of Credit must be an "Irrevocable Standby Letter of Credit," and MUST NOT VARY IN SUBSTANCE from the sample in **EXHIBIT D**. If the Letter of Credit contains any provisions at variance with **EXHIBIT D**, or fails to include any provisions contained in **EXHIBIT D**, nonconforming provisions must be deleted and any missing provisions must be added or the Letter of Credit will not be accepted. The Letter of Credit must be effective on or before the date of first pick-up under the contract, and remain in effect for the entire contract period, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the Letter of Credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

c. All wire deposit and Letter of Credit costs will be borne by the Purchaser.

d. Within 30 calendar days after the final payment under the contract, the Contracting Officer shall authorize the cancellation of the Letter of Credit and shall return it to the bank or financial institution issuing the Letter of Credit. A copy of the notice of cancellation will be provided to the Purchaser.

D.7 Cashier's Check (Optional)

In lieu of providing a Letter of Credit under **SECTION D.6** above, the Purchaser may agree to pay for **75%** of **product** by means of a certified or cashier's check issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia. Prior to removing **product**, the Purchaser must provide a certified or cashier's check for FISC Pearl Harbor and or Kaneohe Bay, HI payable to "**Defense Finance and Accounting Service – Columbus**" for an amount equal to **75%** of the quantity of **product** stated in the contract multiplied by the price in effect on the date of the **product** pick-up. The certified or cashier's check must be received by the Office designated in Block D4 above, at or before the time and the place of the **product** pick-up. Any balance due to the Government will be payable 10 days after product has been removed from the facility.

SECTION E – REMOVAL OF PRODUCT

a. The removal period for the **product** at **FISC Pearl Harbor, and Kaneohe, Bay HI** shall be **completed not later than 31 January 2001**.

b. The **product** purchased hereunder shall be removed from the appropriate storage facility within the time specified in Paragraph **a.** above, and after notice of acceptance of Offeror's offer by the Government. If the Purchaser fails to remove the **product** on or before the last day of the contract removal period through no fault of the Government, an invoice for all **product** remaining in storage on the last day of the contract removal period will be issued by the Government to the Offeror.

c. **The product shall be removed until it no longer meets the minimum requirements of the Specification for product** as indicated elsewhere in this solicitation.

SECTION F – SHIPPING

F.1 Outloading

a. The **product** is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance. The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished **within three (3)-business days after contract award**. Shipping instructions shall include, but not be limited to, the following:

- (1) Quantity of **product** to be released.
- (2) Designation of type and kind of conveyance.
- (3) Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional).
- (6) Desired shipping schedule.

- (7) Warning labels, as required by Federal, State, or local health, environmental, or transportation agencies.
- (8) Any additional pertinent information.

The shipping schedule furnished by the Purchaser shall be coordinated with **(1) FISC Pearl Harbor, HI, Mr. Mark Garrett; and (2) Kaneohe Bay, HI, Mr. Edward Campbell within three (3)-business days after contract award** due to existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments at the storage location involved may be obtained from the address specified in Paragraph c. below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.

b. The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the **FISC Pearl Harbor and Kaneohe Bay, HI locations** and comply with all appropriate Federal, State and Local load limitations and any safety, health, and environmental requirements.

c. The contractor is solely responsible for ensuring that the proper fittings and transport equipment is provided for off loading. The government will not be held responsible for delays caused by improper off loading equipment. Shipping instructions and information requested in Paragraph a. above are to be furnished to the following address:

Mr. Mark Garrett {LINE ITEM 0001}
FISC Pearl Harbor
Fuel Department Code 700
1942 Gaffney Street Suite 100
Pearl Harbor, HI 96860-4549

Facsimile Number: (808) 473-0000
Telephone Number: (808) 473-0133

E-Mail: [Gregory M Garrett@pearl.fisc.navy.mil](mailto:Gregory_M_Garrett@pearl.fisc.navy.mil)

Commanding General {LINE ITEM 0002}
ATTN: Mr. Edward Campbell
Supply Department, Fuel Division
Box 63002 Code LSF
Marine Corps Base

Facsimile Number: (808) 257-2234
Telephone Number: (808) 257-3187

E-Mail: campbelleh@mcbh.usmc.mil

d. Offloading and pick-up(s) at FISC Pearl Harbor and Kaneohe Bay, HI shall be completed **not later than 31 January 2001**. The FOR at Pearl Harbor will be issued from FISC Pearl Harbor Tank B2 by Barge at H-Pier and the FOR at Kaneohe Bay will be issued from Tank #125 by Tank Truck (TT). Specific requirements for attachments etc. are defined in Exhibit A. Offloading will be performed to the extent that loading facilities and other commitments will permit.

e. The Government reserves the right to schedule and coordinate the offloading of **product**.

f. The **product** is sold subject to quantity determination as described in **SECTION F.2 – Quantity Determination**.

g. DESC should be contacted in emergencies for assistance during the off load by calling the **Operations Center, Contingency Plans and Operations Division (DESC-DL) Telephone: (703) 767-8420**.

h. The Government shall be afforded the opportunity to inspect the transport conveyance before and after offloading of the product. Furthermore, the Government shall be afforded an opportunity to retain a sample of the product dispensed into

the transport conveyance. The Contractor should report any unforeseen problems to the DESC Operations Center, Contingency Plans and Operations Division immediately, see Subparagraph F.1.g above.

F.2 Quantity Determination

The quantity of product purchased under this contract shall be determined as follows:

- a.** For FISC Pearl Harbor Fuel Department meters or automatic tank gauges shall be used to determine the actual amounts of fuel issued depending on the mode of transport chosen by the Contractor.
- b.** For issues to Tank Truck and Trailer/Tank Wagon: {Including Line Item 0002 Kaneohe Bay} The quantity delivered will be determined (at the Government's option) on the basis of :

- (1) Certified capacity tables of the conveyance loaded; or
- (2) Calibrated meter.
- c. For issue(s) to a barge or tanker the quantity delivered will be measured using the automatic tank gauge on the issue tank.
- d. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
- e. Volume Correction: All product volume will be corrected to 60 degrees Fahrenheit as detailed in Paragraph f. below.
- f. Measurement Standards: All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute (API) Manual of the Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or an independent surveyor. In addition, the following specific standards will be used as applicable:
 - (1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086).
 - (2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM 1298).
 - (3) API Manual of Petroleum Measurement Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085).
 - (4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used. For motor gasoline use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B). If the original measurement is by weight, using calibrated scales, then Volume XI, Table 8, shall be used to convert pounds to US gallons at 60 degrees Fahrenheit.
 - (5) API Manual of Petroleum Measurement Standards 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.
- g. Units of Measure: Depending upon the unit shown in **EXHIBIT A – Solicitation/Contract for Sale of Product**, the unit of quantity, as used in this contract, shall be:
 - (1) The barrel of 42 USG;
 - (2) The USG of 231 cubic inches;
 - (3) The long ton of 2,240 pounds;
 - (4) The pound of 16 ounces.

Unless otherwise specified in the contract, the reference to gallons shall mean US gallons (USG).

F.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, adequate motor vehicle and general public liability and property damage insurance covering all duties and work to be performed under this contract, insuring against any third party claim for bodily injury or property damage, and Workman's Compensation and Employer's Liability Insurance and other legally required insurance for protection of employees. The motor vehicle and general public liability insurance shall provide limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence and property damage limits of not less than \$100,000 for each accident.

F.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this **product**. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential

damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or

ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the [product](#).

F.5 Safety and Fuel Spills

a. The Purchaser shall take all measures as required by law to prevent oil spills at the pick-up locations (including but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil the Purchaser shall be responsible for containment, cleanup, and disposal of the oil spilled. Should the Purchaser fail or refuse to take the appropriate containment, cleanup and disposal actions, the Government may do so itself. The Purchaser shall reimburse the Government for all expenses incurred including fines levied by Federal, State or local Governments. The Purchaser shall adhere to all US Navy safety regulations while on US Navy property.

b. At the discretion of the Ordering Officer, the fuel Fuel Departments can provide for fuel containment and assist in spill cleanup on the facility or at the pick-up location(s) designated in EXHIBIT A – Solicitation/Contract for Sale of Product.

c. Any fuel spills, which occur off base during shipment for the product, shall be the sole responsibility of the Purchaser.

d. The Purchaser shall adhere to all US Navy safety regulations while on US Navy Property.

F.6 Environmental Protection and Precautions of Packing Materials

a. FOR is considered to be hazardous material. The Purchaser hereby agrees to comply with all applicable federal, state, or local laws, governing the storage, handling, transportation, disposal, and disposition of product. **Material Safety Data Sheets as required by OSHA Hazard Communication Standard-29 CFR 1910.1200 are incorporated herein. (See EXHIBIT C - Material Safety Data Sheets).** (See also 29 CFR 1910.1000, Table Z-3). It is the responsibility of the Purchaser to further communicate this information to the distributor, manufacturer, user, and/or transporter of this material as may be required by federal regulations.

b. The purchaser shall provide documentation to the Government of compliance with 40 CFR Part 279 for any FOR burned for energy recovery.

c. The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49, Code of Federal Regulations, Parts 170-189). The Purchaser, as shipper, will have the responsibility to certify to the DOT that such hazardous materials are properly classified, described, packaged, marked and labeled and are in a condition safe to transport based on the Offeror's own examination of the material.

d. The Government reserves the right to conduct reasonable inspection of the Offeror's and/or its agent's representatives, assignee's and/or vendor's transportation conveyances and/or equipment utilized to effect removal of property purchased under this offering. Such action may be accomplished prior to, during, and/or subsequent to removal of property from Government premises. The Offeror shall furnish Government employees, and/or authorized Government representatives, with access and any reasonable assistance required conducting such inspections.

e. The Offeror represents, warrants, and certifies to the United States Government that it will use and ultimately dispose of any hazardous property purchased under this Solicitation of Offers in accordance with all applicable Federal, State, Local, and International laws and regulations and in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.

f. HEALTH WARNING. As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. All that use, handle, transport, and/or store this material should review this data sheet carefully. Guidance in these documents should be adhered to and communicated to all involved.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Termination for Cause

a. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractors fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurance 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 sold, and the Contractor shall be liable to the Government for any and all rights and

remedies provided by law. If it is determined the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

b. If the Government terminates the Purchaser for cause, it may subsequently resell the product for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete.

c. In the event that the Government does not succeed in reselling the product within 12 months, the Purchaser may be held liable for the full contract price.

G.2 Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613) (the Act). 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 of FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of the contract, pending final resolution of any dispute arising under the contract.

G.3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

G.4 Protests

a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

**ATTN: DENNIS STANLEY, DESC-CPB RM 4729
DEFENSE ENERGY SUPPORT CENTER (DESC)
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

G.5 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.6 Modification

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. The DESC Contracting Officer must make all modifications to the contract in writing; the Ordering Officer may modify orders or shipping arrangements made with the Purchaser.

G.7 Officials Not to Benefit

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

G.8 Covenant Against Contingent Fees

a. The Offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the

Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this Paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this Paragraph, means a person, employed by a Offeror and subject to the Offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this Paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS

As used throughout this solicitation, the following terms shall have the meaning set forth below:

a. The term "Contracting Officer" means a US Government person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

b. The term "Offeror" or "Purchaser" herein means Contractor.

(This SECTION is to be completed and returned with your offer)

SECTION I – CERTIFICATIONS

I.1 Taxpayer Identification Number (TIN):

a. **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. _____

I.2 Contingent Fee Representation and Agreement

a. Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror: (NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, See **SECTION G.8 – Covenant Against Contingent Fees**)

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when Subparagraph **a.(1)** or **a.(2)** is answered affirmatively, to promptly submit to the Contracting Officer–

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same Contracting Officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters

a. (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals–

(A) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by an Federal agency.

(B) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are, are not presently indicted for, or otherwise criminally or civilly charges by a governmental entity with, commission of any of the offenses enumerated in Subparagraph **(a)(1)(i)(B)** of this provision.

(ii) The Offeror has, has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.

c. A certification that any of the items in Paragraph **a.** of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in Paragraph **a.** of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

e. The certification in Paragraph a. of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.4 Barge Free Time and Demurrage Charges

a. Unless the offeror indicates otherwise, free time will be unlimited.

DEMURRAGE BEYOND FREE TIME

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>
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Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows the regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular customers, whichever is lower.

UNLESS PURCHASER INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED

I.5 Transport Truck and/or Truck and Trailer Free Time and Detention Rates

a. Upon arrival of Contractor's transport truck and trailer, the selling activity shall promptly designate the loading point from which the fuel will be obtained. Contractor will be paid for detention beyond free time for delays caused by the Government. **A minimum of one hour or sufficient free time to make a pick-up is required.**

(1) Free time for loading a transport truck, or truck and trailer in excess of one hour _____.

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

b. Unless the offeror indicates otherwise, free time will be unlimited. Detention costs do not apply to tank wagons. Detention costs will be the sole responsibility of the activity incurring them. Any invoice for detention costs will be forwarded directly to the activity receiving the product.

c. Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular commercial customers, whichever is lower.

I.6 Certification for Intended Use of Purchased Product

a. Offeror certifies that it intends to use or resell the product for non-taxable purposes as defined in 26 U.S.C. S4041 and not for highway motor vehicles.

b. Offeror certifies that intended use of this product is:

- c. Offeror certifies that product purchased under this solicitation will not be resold to the US Government.

(Offeror's Signature)

I.7 Certification for Letter of Credit/Cashier's Check (Optional)

Reference **SECTION D.6 – Letter of Credit** and **D.7 – Cashier's Check (Optional)**. Offeror **must initial** one of the following:

- (1) Purchaser elects to provide a Letter of Credit in accordance with **SECTION D.6** _____ (*initial*); **or**
(2) Purchaser elects to pay for product by certified or cashier's check in accordance with **SECTION D.7** _____ (*initial*).

SECTION J – EXHIBITS

J.1 EXHIBIT A – Solicitation/Contract for Sale of Product

J.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95

J.3 EXHIBIT C – Material Safety Data Sheets

J.4 EXHIBIT D – Sample – Irrevocable Standby Letter of Credit

SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT	CONTRACT NUMBER SP0600-	PAGE 1 of 2
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This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of [SP0600-01-R-0038](#), incorporated herein by reference.

ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (Offered)	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	<p>FUEL OIL, RECLAIMED (FOR) LOCATION: Fleet and Industrial Supply Center (FISC) Pearl Harbor, HI Waste Oil Reclamation Facility ISSUE TANK – Tank B2 FOB ORIGIN – (Contractor furnished Barge) OFF LOAD MECHANISM: a. Contractor furnished barge Monday – Friday. Fueling operations involving commercial tank vessels at Hotel Pier run 24/7. b. H Pier requires 4inch class 150 flange c. Line Size: Various – check facility d. Water at face of dock at low tide: 40 ft. e. Maximum draft for Ship at Dock: 40 ft. f. PASS & ID required for all Contractor Personnel and all Vehicles</p> <p>REMOVE FUEL NOT LATER THAN: 31 January 2001</p>	277,200 (Estimated)	USG	\$	\$
0002	<p>FUEL OIL, RECLAIMED (FOR) LOCATION: Marine Corps Base Hawaii Kaneohe Bay, HI Waste Oil Reclamation Facility ISSUE TANK – 125 FOB ORIGIN – (Contractor furnished Tank Trucks) OFF LOAD MECHANISM: a. Contractor -owned tank trucks at location. Notify Fuel Division – Ed Campbell prior to coming at 257-3187. b. 2 Inch Camlock Fitting – line size 2 inch c. Pass and ID required for all Contractor personnel and vehicles.</p> <p>REMOVE FUEL NOT LATER THAN: 31 JANUARY 2001</p> <p>Directions to the Loading Rack: H-3 to MCBH Kaneohe, go through front gate, 1st traffic light turn left, go down to the stop sign take a left. About 200 yards on the turn, tank is located on left hand side of road across from the Recycling Center.</p>	35,000 – 41,000 (Estimated)	USG	\$	\$

EXECUTION BY PURCHASER	EXECUTION BY GOVERNMENT	
<p>DATE (Day, Month, Year)</p> <p>NAME OF PURCHASER</p> <p>ADDRESS (Street, City, State & Zip Code) (Type or Print)</p> <p>Phone: _____ FAX: _____ E-Mail: _____</p> <p>SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print NAME and TITLE under signature)</p> <p>_____ (Signature)</p>	<p>UNITED STATES OF AMERICA BY: DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD STE 4950 FORT BELVOIR VA 22060-6222</p>	<p>DATE:</p> <p>_____</p>
	<p>NAME AND TITLE OF CONTRACTING OFFICER</p> <p>Contracting Officer DESC-PLC (Agency) _____ (Signature)</p> <p>KATHRYN R. RISO Contracting Officer Ground Fuels Division II Direct Delivery Fuels</p>	

SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

ITEM	PROPERTY DESCRIPTION	QUANTITY	UNIT	TOTAL
	AND LOCATION	OFFERED	UNIT	PRICE
				AMOUNT

NOTE: (1) PAYMENT ADDRESSES are noted for each item in the Solicitation at D.4. Contractors will provide a DD250 or DD250-1 receiving document to the activity for signed verification of actual quantity delivered. As noted in paragraph D.1, paragraph c., when payment is made it will be submitted with a copy of this document.

(2) Section F Shipping calls for the shipping schedule to be furnished within 3 business days after award. The schedule can be coordinated verbally. FISC Pearl Harbor, HI [Line Item 0001] requests that shipping documentation be provided by Close of Business on the day of transfer.

SPECIFICATION MIL-F-24951B (SA)

Not Measurement Sensitive

(SA) MIL-F-24951B
10 FEBRUARY 1995
SUPERSEDING
MIL-F-24951A
(SA) 17 NOVEMBER 1993

MILITARY SPECIFICATION

FUEL OIL RECLAIMED

This specification is approved for use by the Department of the Navy and is available for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers Fuel Oil, Reclaimed (Stock Number NSN 9140-01-068-6903) which is produced as a product of Navy reclamation operations (product use is described in 6.1).

2. APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Standards. The following standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to Commanding Officer, Navy Petroleum Office, 8725 John J. Kingman Road, Suite 3719, Fort Belvoir, VA 22060-6222, by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A

FSC 9140

SPECIFICATION MIL-F-24951B (SA)

DISTRIBUTION STATEMENT A. Approved for public release;
distribution is unlimited.

STANDARDS

FEDERAL

FED-STD-313 - Material Safety Data Sheets

FED-STD-791 - Lubricants, Liquid Fuels, and Related
Products; Methods of Testing

MILITARY

MIL-STD-105 - Sampling Procedures and Tables for
Inspection by Attributes

MIL-STD-290 - Packaging of Petroleum and Related
Products

Unless otherwise indicated, copies of Federal and Military specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building #4, Section D, Philadelphia, PA 19111-5094.

2.2 Non-Government Publications. The following documents form a part of this specification to the extent specified herein. The issues of the documents which are indicated as DOD adopted shall be the issue listed in the current DODISS and the supplement thereto, if applicable.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- D 88 - Saybolt Viscosity
- D 93 - Flash Point by Pensky-Martens Closed Tester, Test Method For (DOD adopted)
- D 97 - Pour Point of Petroleum Oils, Test Method For (DOD adopted)
- D 129 - Sulfur in Petroleum Products (General Bomb Method), Test Method For (DOD adopted)
- D 287 - API Gravity of Crude Petroleum and Petroleum Products (Hydrometer Method), Test Method For (DOD adopted)
- D 396 - Standard Specification for Fuel Oils
- D 445 - Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity), Test Method For (DOD adopted)
- D 473 - Sediment in Crude and Fuel Oils by Extraction

SPECIFICATION MIL-F-24951B (SA)

D 482 - Ash from Petroleum Products, Test Method For
(DOD adopted)

SPECIFICATION MIL-F-24951B (SA)

- D 808 - Standard Test Method for Chlorine in New and Used Petroleum Products (Bomb Method)
- D 1796 - Water and Sediment in Fuel Oils by Centrifuge Method (Laboratory Procedure)
- D 4057 - Standard Method of Sampling Petroleum and Petroleum Products (manual) (DOD adopted)
- D 4177 - Standard Method of Sampling Petroleum and Petroleum Products (automatic) (DOD adopted)
- E 29 - Recommended Practice for Indicating Which Places of Figures Are to Be Considered Significant in Specified Limiting Values (DOD adopted)

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.)

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Title 40 Code of Federal Regulations (CFR) part 266 - Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities

Title 40 Code of Federal Regulations (CFR) part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

(Application for copies of the above CFR documents should be addressed to the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be available in or through libraries or other information services.)

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein (except for related associated detail specifications or specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

SPECIFICATION MIL-F-24951B (SA)

3. REQUIREMENTS

3.1 General. Requirements contained herein are not subject to corrections for tolerance of test methods. If multiple determinations are made by the inspecting laboratory, average results will be used except for those test methods where repeatability data are given. In those cases, the average value derived from the individual results that agree within the repeatability limits given may be used at the discretion of the inspection authority, provided an indication is given of the total number of results obtained and the number falling outside the repeatability limits. For purposes of determining conformance with each requirement, an observed value or calculated value shall be rounded off "to the nearest unit" in the last right-hand place of figures used in expressing the limiting value, in accordance with the rounding-off procedures given in ASTM E 29.

3.2 Material. Fuel Oil, Reclaimed shall consist of a mixture of distillates and residual fuel and may contain used lubricants or other used oil products. The product must be in conformance with 40 CFR 266 for On-Specification Used Oil Fuel to meet the requirements of Fuel Oil, Reclaimed. A product that is subject to regulation as a hazardous waste or that is mixed with a hazardous waste does not meet the requirements of this specification.

3.2.1 Additives. The additives listed herein may be present singularly or in combination as a result of different fuel sources.

3.2.1.1 Stabilizer Additives. Fuel Oil Stabilizer Additive, conforming to DOD-A-24682 (and listed in the current QPL-24682, may have been blended into the original distillate fuel for additional protection against deterioration at a dosage up to 100 milligrams per liter (37.9 grams/100 gallons (U.S.) or 35 pounds/ 1,000 barrels).

3.2.1.2 Antioxidants. An approved antioxidant may have been blended into the original jet fuel to prevent the formation of gums and peroxides after manufacture. The concentration of the antioxidant may range from 17.2 mg to 24 mg of active ingredient per liter of fuel (6.0 to 8.4 lb/1000 barrels). The following antioxidant formulations are approved:

- a. 2,6-di-tert-butyl-4-methylphenol
- b. 6-tert-butyl-2,4-dimethylphenol
- c. 2,6-di-tert-butylphenol

SPECIFICATION MIL-F-24951B (SA)

d. 75 percent minimum-2,6-di-tert-butylphenol 25 percent maximum tert-butylphenols and tri-tert-butylphenols

e. 72 percent minimum 6-tert-butyl-2,4-dimethyphenol 28 percent maximum tert-butyl-methylphenols and tert-butyl-dimethylphenols

3.2.1.3 Metal Deactivator. A metal deactivator, N,N-disalicyclidene-1, 2 propanediamine may have been blended into the original fuel in an amount not to exceed 5.8 milligrams of active ingredient per liter of fuel (2.2 grams/100 gallons (U.S.) or 2 lb/1,000 barrels).

3.2.1.4 Ignition Improver. Ignition Improver additives may have been added to the original fuel to raise the ignition quality of the fuel. The following additives are approved:

- Amyl Nitrate (mixed primary nitrates)
- Hexyl Nitrate (N-Hexyl Nitrate)
- Cyclohexyl Nitrate
- N-Octyl Nitrate

3.3 Chemical and Physical Requirements. The fuel shall conform to the physical and chemical requirements specified in Table I. The values provided for variability unless otherwise stated.

TABLE I. CHEMICAL AND PHYSICAL REQUIREMENTS.1/2/

Characteristics	Requirements	FED-STD-791 Test Method	ASTM Test Method
Flashpoint, °C (min.)	38		D 93
Explosiveness, % (max.)	50	1151.1	
Water & Sediment, % (max.)	2.0		D 1796
Sediment, % (max.)	0.5		D 473
Density (API Gravity @ 60°C)	(25-40)		D 287
Viscosity at 40°C, Cst	2.0 - 15.0		D 445
Viscosity at 50°C, SU	30 - 90		D 88
Pour Point, °C (max.)	-6.7		D 97
Neutrality	Neutral	5101	----
Sulfur content, % (max.)	2.0		D
129			
Sulfated Ash, % (max.)	0.15		D 482
Trace metals, ppm (max.)			

SPECIFICATION MIL-F-24951B (SA)

Arsenic 3040*/3050	5	
Cadmium 846	2	EPA SW-
Chromium	10	and proposed
Lead for	100	method
evaluating		solid waste
Total Halogen _{3/} 87	1000 ppm	ASTM D 808-

* Recommended only for non-sedimentaceous oils.

1/ In the U.S., limits for sulfur, metals, halogens, PCBs or other constituents shall be as specified or as regulated by EPA, State or local regulations where the fuel is to be burned, whichever is more restrictive. In foreign countries the sulfur limit shall conform to the limit established in the Status of Forces Agreement.

2/ Requirements may vary in accordance with changes in Federal, State and local environmental regulations and with specific user equipment requirements.

3/ Fuel Oil, Reclaimed is intended to be managed as an On-Specification Used Oil Fuel under this specification in accordance with regulations for Used Oils provided by 40 CFR 266. Fuel Oil, Reclaimed containing more than 1,000 ppm total halogens is presumed to be a hazardous waste and is not acceptable for use under this specification. This presumption can be rebutted by demonstrating that the oil does not contain significant concentrations of hazardous waste, in which case the oil is acceptable for use under this specification and can be managed as a Used Oil Fuel under 40 CFR 266. Fuel Oil, Reclaimed containing more than 4,000 ppm total halogens that is not a hazardous waste is regulated as an Off-Specification Used Oil Fuel under 40 CFR 266.

3.4 Regulatory Requirements. Because Fuel Oil, Reclaimed is a product of a mixture of a variety of oils, the product is subject to regulation by 40 CFR 266, Subpart E. Generators, suppliers and users of Fuel Oil, Reclaimed are also subject to applicable environmental regulations in 40 CFR 266.

SPECIFICATION MIL-F-24951B (SA)

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility. Unless otherwise specified in the contract or purchase order, the Navy is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the Navy may use its own or any other facilities suitable for the performance of the inspection requirements specified herein.

4.2 Bulk Lot. Bulk lot shall be considered an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container.

4.3 Homogeneity. The homogeneity of the product will be determined by measuring density (API Gravity) using ASTM Test

4.4

4.5 Method D 287. Lots will be considered homogeneous if the determinations for the upper, middle and lower samples do not vary from the average by more than 0.5 for API Gravity.

4.4 Sampling.

4.4.1 Sampling for Tests. Samples for tests shall be taken in accordance with ASTM D 4057 or 4177. Samples shall be tested in accordance with Table I and 4.5. Upper, middle and lower samples will be taken as described in ASTM D 4057 or 4177. Samples may be composited to a single sample if the lot is homogeneous. If the lot is not homogeneous, specification tests will be performed separately on the upper, middle and lower samples.

4.5 Inspection. Inspection shall be performed in accordance with method 9601 of FED-STD-791.

4.6 Test Reports. Test data shall be reported in the same order as listed in Table I.

5. PREPARATION FOR DELIVERY

5.1 Packaging, Packing and Marking. Packaging, packing and marking shall be in accordance with MIL-STD-290. The level of packaging, level of packing, type, and size shall be as specified (see 6.2.1).

SPECIFICATION MIL-F-24951B (SA)

6. NOTES

6.1 Intended Use. Fuel Oil, Reclaimed can be used as a substitute for ASTM D 396 either directly or as a blend in stationary fuel-burning furnaces for heating buildings, for the generation of steam or other purposes.

6.2 Navy Responsibilities. The Navy is responsible for assuring that the Fuel Oil, Reclaimed meets all the requirements listed in Table I.

6.3 User Responsibilities. The user is responsible for any on-site blending and all operational or equipment modifications necessary to assure that the Fuel Oil, Reclaimed is burned in a safe, efficient and environmentally sound manner as specified in MO-911, "Utilization of Navy Generated Waste Oils as Burner Fuel."

6.4 Subject Term (Keyword) Listing.

Shore Boiler Fuel
F.O.R.
Fuel
Recycle Fuel
Reclaimed Oil

6.5 Changes from Previous Issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extensiveness of the changes.

6.6 National Stock Number. The following National Stock Number has been assigned to the fuel covered by this specification:

Gallon (COG 1B Item) 9140-01-068-6903

Custodians:
Navy - SA

Preparing Activity:
Navy - SA
(Project 9140-N107)

Review Activities:
Navy - YD, MC, CG
DLA - PS

MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEET

Fleet and Industrial Supply Center
Manchester Fuel Department
Building 467
Bremerton, WA 98314-5100
(206) 476-2135

Date:

PRODUCT NAME: FUEL OIL, RECLAIMED (FOR)

CHEMICAL DESCRIPTION: A BLEND OF VARIOUS PETROLEUM FUELS AND USED LUBRICATING OILS

CHEMICAL FAMILY: PETROLEUM HYDROCARBONS

DOT PROPER SHIPPING NAME: COMBUSTIBLE LIQUID, N.O.S (PETROLEUM HYDROCARBONS)

UN/NA NUMBER: NA1993

DOT HAZARD CLASS: COMBUSTIBLE LIQUID

COMPOSITION COMMENT: THIS MATERIAL IS A BLEND OF DIESEL FUEL, MILITARY AVIATION FUELS (JP4, JP5, JP8) AND VARIOUS USED LUBRICATING AND ENGINE OILS. THE PRODUCT MAY CONTAIN THE FOLLOWING COMPONENTS:

PETROLEUM HYDROCARBONS	APPROX. 100%
TRIMETHYL BENZENE (CAS # 25551-13-7)	< 0.1%
NAPHTHALENE HYDROCARBONS (CAS # 91-20-3)	< 0.1%
BENZENE (CAS # 71432)	< 0.1%
XYLENES (CAS # 1330-20-7)	< 0.1%

(List is not all inclusive. Other components may be present)

PHYSICAL DESCRIPTION: dark brown oily liquid, petroleum odor

pH: NA

VAPOR PRESSURE: unknown

VAPOR DENSITY: unknown

BOILING POINT: unknown

POUR POINT: <-7 deg. C

SOLUBILITY: insoluble in water, completely soluble in oil

SPECIFIC GRAVITY: 0.83-0.90

EVAPORATION RATE: unknown

VISCOSITY: 2.0-15 centistokes @ 40 deg. C

PERCENT VOLATILE: unknown

STABILITY AND REACTIVITY:

MATERIAL SAFETY DATA SHEETS

Disclaimer of Liability

The information in this MSDS was obtained from sources which we believe are reliable. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS CORRECTNESS.

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, OR DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.

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For fires involving this material; do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of normal products of combustion or oxygen deficiency. Cool tanks and containers exposed to fire with water.

COMBUSTION PRODUCTS:

Normal combustion forms carbon dioxide and water vapor; incomplete combustion can produce carbon dioxide.

FIRST AID MEASURES

EYES: No first aid procedures are required. However, as a precaution, flush eyes with fresh water for 15 minutes. Remove contact lenses, if worn.

SKIN: Remove contaminated clothing. Wash skin thoroughly with soap and water. See a doctor if any signs or symptoms described in this document occur. Discard contaminated non-waterproof shoes and boots. Wash contaminated clothing.

INGESTION: If swallowed, give water or milk to drink and telephone for medical advice. DO NOT make person vomit unless directed to do so by medical personnel. If medical advice cannot be obtained, then take the person to nearest medical emergency treatment center or hospital.

INHALATION: Move the person to fresh air. For respiratory distress, give air, oxygen, or administer cardiopulmonary resuscitation (CPR) if necessary. If effects continue, see a doctor.

NOTE TO PHYSICIANS: Ingestion of this product or subsequent vomiting can result in aspiration of light hydrocarbon liquid which can cause pneumonitis.

Eliminate all sources of ignition in the vicinity of spill or released vapor. Contain spill.

Clean up spills immediately, observing precautions in Exposure Controls/ Personal Protective Equipment section. This material is considered to be a water pollutant and releases of this product should be prevented from contaminating soil and water and from entering drainage and sewer systems. Clean up small spills using appropriate techniques such as sorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Follow prescribed procedures for reporting and responding to larger releases. The spilled material and any water or soil which it has contacted may be hazardous to animal/aquatic life.

Regulations require reporting spills of this material that could reach any surface waters. The toll free number for the U. S. Coast Guard National Response Center is 1-800-424-8802. Comply with all applicable laws and regulations for reporting spills and disposing of spilled or cleaned up material.

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CARCINOGENICITY: This product contains a mixture of petroleum hydrocarbons called middle distillates (boiling between 380F and 700F). Toxicology data developed on some middle distillates found that they caused positive responses in some mutagenicity tests and caused skin cancer when repeatedly applied to mice over their lifetime. This product may contain some middle distillates found to cause those adverse effects.

PERSONAL PROTECTIVE EQUIPMENT

EYE/FACE PROTECTION: No special eye protection is usually necessary. Eye protection is highly recommended in conditions where petroleum is being misted.

SKIN PROTECTION: Avoid contact with skin or clothing. Skin contact should be minimized by wearing protective clothing or gloves.

RESPIRATORY PROTECTION: No special respiratory protection is normally required. However, if operating conditions create high airborne concentrations, the use of an approved respirator is recommended.

ENGINEERING CONTROLS: Use this material only in well-ventilated areas.

OTHER HYGIENIC PRACTICES: Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet facilities. Remove soiled clothing and launder before re-use.

FLAMMABLE PROPERTIES:

FLASH POINT (ASTM D93): 100-200 Deg F

AUTO IGNITION: Approx. 495F (Based on NFPA "Fuel Oil No. 2")

FLAMMABILITY LIMITS (% by volume in air): Lower: approx. 0.8 Upper: approx. 7.5 (Based on NFPA "Fuel Oil No. 2")

EXTINGUISHING MEDIA: CO₂, Dry Chemical, Foam and Water Fog

HANDLING AND STORAGE: DO NOT USE OR STORE near flame, sparks or hot surfaces. USE ONLY IN WELL VENTILATED AREA.

FIRE AND EXPLOSION HAZARDS: Moderately combustible. When heated above the flash point, this material will release flammable vapors which if exposed to an ignition source can burn in the open or be explosive in confined spaces. Mists or sprays may be flammable at temperatures below the normal flash point.

FIRE FIGHTING INSTRUCTION:

Liquid evaporates and forms vapor that can catch fire and burn with explosive violence. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

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HAZARDOUS DECOMPOSITION PRODUCTS: *unknown*
 CHEMICAL STABILITY: *Stable*
 CONDITIONS TO AVOID: *No data available*
 INCOMPATIBILITY WITH OTHER MATERIALS: *May react with strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.*
 HAZARDOUS POLYMERIZATION: *Polymerization will not occur.*

SUMMARY OF HAZARDS

- COMBUSTIBLE LIQUID
- HARMFUL OR FATAL IF SWALLOWED-CAN ENTER THE LUNGS AND CAUSE DAMAGE
- CAUSES SKIN IRRITATION UPON PROLONGED OR REPEATED CONTACT

ACUTE HAZARDS: *Liquid, mist or vapor contact can irritate eyes, skin, and the respiratory and digestive tracts.*

EYE: *This substance is not expected to cause prolonged or significant eye irritation.*

SKIN: *This substance is a moderate skin irritant so contact with the skin could cause prolonged (days) injury to the affected area. The degree of injury will depend on the amount of material that gets on the skin and the speed and thoroughness of the first aid treatment. Prolonged or repeated contact with this material may result in skin absorption and produce toxic effects.*

INGESTION: *This material can irritate the mouth, throat, and stomach and cause nausea, vomiting, diarrhea and restlessness. Because of the low viscosity of this substance, it can directly enter the lungs if it is swallowed. (This is called aspiration). This can occur during the act of swallowing or when vomiting the substance. Once in the lungs, the substance is very difficult to remove and can cause severe injury to the lungs and death.*

INHALATION - primary route: *Exposure can cause irritation to the nose, throat and lungs. Prolonged breathing of vapors can cause central nervous system effects (dizziness, Loss of coordination, coma and death) depending on the concentration/duration of exposure.*

SIGNS AND SYMPTOMS OF EXPOSURE:

SKIN - primary route: *Moderate skin irritation can occur upon short term exposure. Symptoms may include pain or a feeling of heat, discoloration, swelling and blistering.*

INHALATION: *Central nervous system effects may include one or more of the following: headache, dizziness, loss of appetite, weakness and loss of coordination.*

CHRONIC EFFECTS:

Exposure to this material may cause cardiac sensitization. Long term tests show that similar petroleum distillates have produced skin, liver, and kidney tumors in laboratory animals. Avoid prolonged or repeated contact. Potential reproductive hazard.

Personnel with pre-existing central nervous system disease, skin disorders, or chronic respiratory diseases should avoid exposure to this product. Reports in the literature conclude that long-term exposure to jet fuels may result in changes in 1) the incidence and prevalence of psychiatric symptoms 2) psychological tests and 3) EEGs. These studies were conducted in specific work situations where there were exposures to jet fuels.

SAMPLE – IRREVOCABLE STANDBY LETTER OF CREDIT

(NOTE: FORM MY VARY, SUBSTANCE MAY NOT)
PROVIDE COPY OF EXHIBIT A- SOLICITATION/CONTRACT FOR SALE OF PRODUCT TO YOUR BANK

BANK LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT

TO: ATTN: GROUND FUELS DIVISION II, DIRECT DELIVERY FUELS, CONTRACTING OFFICER
DEFENSE ENERGY SUPPORT CENTER (DESC)-PLC
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6220

EFFECTIVE DATE: _____
AMOUNT OF LETTER OF CREDIT: \$ _____
CONTRACTOR: _____
CONTRACT NUMBER: SP0600- _____
LETTER OF CREDIT NUMBER: _____

To Whom It May Concern:

We hereby establish our "Irrevocable Standby Letter of Credit" in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby letter of Credit) accompanied by a manually signed statement that the signer is "an authorized representative of the Defense Energy Support Center", and one or both of the following statements:

a. "I hereby certify that the United States Government has delivered product under the terms of Contract Number SP0600-_____ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$_____."

b. "I hereby certify that (Contractor) has failed to take delivery of product under the terms of Contract Number SP0600-_____, and as a result owes the Government \$_____."

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours,

(Authorized Signature)

(Typed Name and Title)