

OFFER SUBMISSION PACKAGE

SOLICITATION: SP0600-09-R-0076

PROGRAM: 4.7

THE ENCLOSED SOLICITATION COVERS THE PERIOD: OCTOBER 1, 2009

THROUGH: SEPTEMBER 30, 2010

To be timely, offers must be received at the Defense Energy Support Center by: MAY 21, 2009 @3:00 P.M. LOCAL TIME.

INSTRUCTIONS:

1. One copy of this Offer Submission Package must be returned to the Defense Energy Support Center as your offer. All documents to be completed and returned are contained in this Offer Submission Package:

 X Standard Form 1449

 X Section B (Schedule)

 X Offer Information Sheet

 X All Applicable Fill-In Clauses

 X Signature Sheet for Bulk Ports (Attachment 2)

 X Standardized Format For Use in the Preparation of Product Test Reports (FSII) (Attachment 3)

2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 1449 in ink.

3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package.

4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

OFFEROR SUBMISSION PACKAGE

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER SC0600-09-0510		PAGE 1 OF 31		
2. CONTRACT NO.		3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-09-R-0076		6. SOLICITATION ISSUE DATE APRIL 23, 2009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME FARHEENA KHAN – DESC-BCC			b. TELEPHONE NUMBER (<i>no collect calls</i>) (703) 767-9265		8. OFFER DUE DATE/ MAY 21, 2009 @ 3:00 PM LOCAL TIME	
9. ISSUED BY ATTN: DESC BCC RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN RD SUITE 4950 FORT BELVOIR VA 22060-6222 P.P.: 4.7		CODE SP0600	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 325998 MFR/424690 DLR SIZE STANDARD: SEE CLAUSE L2.05-2			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9			CODE SP0600		
17a. CONTRACTOR / OFFEROR CODE		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE HQ0104 DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-JAQBAD/CC P.O. BOX 182317 COLUMBUS OH 43218-6250 FAX: (614) 692-2630					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES SEE CLAUSE B17 (SCHEDULE)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) ESTIMATED			
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED., [] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE <input type="checkbox"/> ARE NOT ATTACHED.								
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (<i>SIGNATURE OF CONTRACTING OFFICER</i>)					
30b. NAME AND TITLE OF SIGNER (<i>TYPE OR PRINT</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>TYPE OR PRINT</i>) PHYLLIS M. ORANGE		31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED								
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY						
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)				
41b. SIGNATURE AND TITLE OF CERTIFYING		41c. DATE		42b. RECEIVED AT (<i>Location</i>)		42d. TOTAL CONTAINERS		
				42c. DATE REC'D (YY/MM/DD)				

SECTION B

B17 SUPPLIES TO BE FURNISHED (LUBES) (DESC MAR 1985)

The supplies to be furnished hereunder, the minimum individual delivery, the methods of delivery, the points of delivery, the estimated quantities, and the prices therefore are as follows:

Note: Offeror must fill in their offered prices under Section B17 on this document (the Offer Submission Package)

PURCHASE REQUEST: SC0600-09-0510
 INHIBITOR, FUEL SYSTEM, ICING, HIGH FLASH (FSII)
 DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME)
 NSN 6850-01-057-6427 (SIH)
 MIL-DTL-85470B DATED 15 JUN 1999
 TOTAL REQUIREMENT IS 1,129,000 USG

The following items are being solicited as FOB Destination Delivery ONLY, in accordance with Clause F18, F.O.B. DESTINATION (NOV 1991), of this solicitation.

ITEM	ACTIVITY/DODAAC	RECEIPT MODE	ESTIMATED QUANTITY PER US GALLON	PRICE PER US GALLON	TOTAL PRICE
5001	DFSP SPEYER, NEUEN RHEINHAFEN, GE (UY7203) OMNITANK GMBH, AM NEUEN RHEINHAFEN 12 A, SPEYER, GE DELIVERY HRS: 0800-1600, MON-FRI TELEPHONE: 06232-71091 MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS <u>NOTE:</u> TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE.	TT	6,000	\$_____	\$_____
5002	SPANGDAHLEM AIR BASE, GE (FP5621) BASE FUELS OFFICE, BUILDING T-54 SPANGDAHLEM AIR BASE, GE DELIVERY HRS: 0800-1600, MON-FRI TELEPHONE: 0656-561-6516 MINIMUM DELIVERY: 3,965 GALLONS MAXIMUM DELIVERY: 5,000 GALLONS <u>NOTE:</u> TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE.	TT	45,000	\$_____	\$_____

ITEM	ACTIVITY/DODAAC	RECEIPT MODE	ESTIMATED QUANTITY PER US GALLON	PRICE PER US GALLON	TOTAL PRICE
5003	<p>RAMSTEIN AIR BASE, GE (FP5612) BASE FUELS OFFICE, BUILDING 2413 RAMSTEIN AIR BASE, GE DELIVERY HRS: 0800-1600, MON-THUR 0800-1500, FRI TELEPHONE: 06371-47-2029 MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 10,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 METERS OF HOSE.</p>	TT	170,000	\$_____	\$_____
5004	<p>NEUBERG, GE (UCNEUR) CEPS DEPOT NEUBERG TANKLAGER NEUBERG-MUNA 86706 WEICHERING, GE TELEPHONE: +49-(0)8454-735 POC: MR. DESCH, CH/TANK FARM DELIVERY HRS: 0730-1600, MON-THUR 0730-1430, FRI MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS TANK CAPACITY: 26,430 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND THE USUAL SET OF HOSES.</p>	TT	6,000	\$_____	\$_____
5005	<p>ROVEREDO, IT (UCROVE) NIPS DEPOT VIA ROIALLA #66 S. QUIRINO PORDENONE, ITALY TELEPHONE: 0039-0434-949037 POC: BRUNI ROBERTO DELIVERY HRS: TBD MINIMUM DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 6,000 GALLONS NOTE: TANK TRUCK MUST BE EQUIPPED WITH 10 METERS OF HOSE (STANDARD NATO 4"). PRODUCT WILL BE GRAVITY OFF-LOADED, NO SPECIAL CONNECTIONS REQUIRED.</p>	TT	12,000	\$_____	\$_____

TBD = To be determined at a later date

ITEM	ACTIVITY/DODAAC	RECEIPT MODE	ESTIMATED QUANTITY PER US GALLON	PRICE PER US GALLON	TOTAL PRICE
5006	<p>DFSP QATAR, QATAR (UY7336) QATEX LTD POST BOX 2244 MESAIEED INDUSTRIAL CITY, QATAR NEXT TO QP REFINERY DELIVERY HRS: SUN-THURS: 0700-1500 TELEPHONE: 974-4760028 POINT OF CONTACT: MR. MOIDUTTY</p>	BFC	390,000	\$ _____	\$ _____
	<p>NOTES: A. FSII TO BE DELIVERED IN 5,000-GALLON BULK FUEL CONTAINER (BFC), ALSO KNOW AS INTERMODAL CONTAINER AND/OR SEAVAN. B. 3" MALE CAMLOCK FITTINGS ARE REQUIRED ON THE BFC. C. FSII WILL BE RECEIVED INTO FIXED STORAGE TANKS WHILE BFC REMAINS POSITIONED ON DELIVERY TRUCK. RECEIPT TIME APPROXIMATELY 3 HOURS. EMPTY BFC WILL BE REMOVED FROM TERMINAL IMMEDIATELY UPON COMPLETION OF DELIVERY.</p>				<p>After order is placed, time required for delivery to DFSP Qatar will be: Minimum _____ days Maximum _____ days Please include 21 days free time for clearance of shipments through customs. The demurrage rate per BFC is \$ _____ per day. SEE SCHEDULE NOTES 3 AND 4.</p>
5007	<p>MINA ABDULLAH FILLSTAND, KUWAIT (W91QSK) LOCATION: AT INTERSECTION OF ROUTE 30 WEST AND ROUTE 605 IN SAFAT, KUWAIT. LOCATED ACROSS THE STREET FROM THE MINA ABDULLAH REFINERY. DESC-MIDDLE EAST OR U.S. MILITARY REP WILL PROVIDE ESCORT FROM PORT TO DESTINATION AS REQUIRED.</p>	BFC	450,000	\$ _____	\$ _____
	<p>NOTES: A. FSII TO BE DELIVERED IN 5,000 GALLON BULK FUEL CONTAINER (BFC), ALSO KNOW AS INTERMODAL CONTAINER AND/OR SEAVAN. B. A MOBILE CRANE OF SIZE AND TYPE TO SAFELY HANDLE A FULLY LOADED BFC IS REQUIRED. C. THERE IS NO ON-SITE STORAGE. BFC WILL BE REQUIRED TO REMAIN AT LOCATION A MINIMUM OF 90 DAYS FROM</p>				<p>After order is placed, time required for delivery to MAF Kuwait will be: Minimum _____ days Maximum _____ days Please include 90 days free time for BFC to be emptied. The demurrage rate per BFC after 90 days is \$ _____ per day. SEE SCHEDULE NOTE 4.</p>

DATE OF DELIVERY.

ITEM	ACTIVITY/DODAAC	RECEIPT MODE	ESTIMATED QUANTITY PER US GALLON	PRICE PER US GALLON	TOTAL PRICE
5008	<p>CAMP BUEHRING, KUWAIT (W91VKU) POC: AL GUZMAN OR EMIR LOCAL PHONE NUMBER: 724-3259 DELIVERY LOCATION: APPROXIMATELY 30 MILES NORTHWEST OF KUWAIT CITY/50 MILES FROM MINA ABDULLAH FILLSTAND</p> <p>NOTES: A. FSII TO BE DELIVERED IN 5,000 GALLON BULK FUEL CONTAINER (BFC), ALSO KNOW AS INTERMODAL CONTAINER AND/OR SEAVAN.</p> <p>B. A MOBILE CRANE OF SIZE AND TYPE TO SAFELY HANDLE A FULLY LOADED BFC IS REQUIRED.</p> <p>C. THERE IS NO ON-SITE STORAGE. BFC WILL BE REQUIRED TO REMAIN AT LOCATION A MINIMUM OF 90 DAYS FROM DATE OF DELIVERY.</p>	BFC	50,000	\$_____	\$_____

After order is placed, time required for delivery to Camp Beuhring, Kuwait will be:

Minimum _____days

Maximum _____days

Please include 90 days free time for BFC to be emptied.

The demurrage rate per BFC after 90 days is \$_____ per day.

SEE SCHEDULE NOTE 4.

SCHEDULE NOTES:

1. In addition to the guidelines for FOB Destination deliveries as outlined in clause F18, F.O.B. DESTINATION (NOV 1991), the following applies for all solicitation items:

A. The contractor shall deliver the Fuel System Icing Inhibitor (FSII) to the final destination location(s) specified in the solicitation line items. The contractor will bear full responsibility for all costs and risks associated with delivery to the specified locations, including, but not limited to, transportation, crane rental, customs clearance requirements. The contractor shall appoint an agent to arrange for and monitor: ocean-going transportation; preparation and processing of any required customs documentation; inland truck transportation to include any required equipment (pumps, hoses, fittings); crane rental, and any other requirements necessary to ensure timely delivery in accordance with the terms of the contract.

B. This solicitation is for the acquisition of FSII on an F.O.B. Destination basis only. FOB Origin offers will not be accepted.

2. Inspection will be conducted at origin and acceptance at destination in accordance with clause E2.01, POINTS OF INSPECTION AND ACCEPTANCE (DESC NOV 2002). Therefore:

A. A Discharge DD250 document shall be completed at destination by the US Government and provided to the Contractor. This will serve as evidence of receipt and acceptance of the shipment, as well as confirmation of the quantity received.

B. The Contractor cannot submit an invoice for payment until the shipment has been received and accepted at destination. The Contractor will use the receipt quantity from the Discharge DD250 in preparation of the invoice.

C. The unit pricing in the Contractor's invoice will reflect the corrected Economic Price Adjustment in effect at the time of receipt and acceptance of the shipment.

3. For Line Item 5006, DFSP Qatar:

For each shipment, the Contractor will provide a completed bill of lading (BOL) to the below-referenced office 21 days prior to arrival of the vessel in port.

DESC- Middle East
E-mail: DESC-ME.IM@dla.mil
Phone: +49-631-3406-4288
Fax: +49-631-3406-4279

Bill of Lading must include the vessel Flag of Registry
The receipt of this BOL begins the 21-day free time period. If delivery to the DFSP has not been completed within the free time, and the delay has been as a result of the customs clearance process, demurrage will begin on the 22nd day after receipt of the BOL. Demurrage will end on the day of delivery to the DFSP.

4. All Bills of Lading (BOLs) submitted under Line Items 5006, 5007 and 5008 must state "For U.S. Military Use Only". In addition, all BOLs must contain all information identified in section (2) (ii) of clause I72, PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS (ALTERNATES I/II) (FEB 2006/APR 2003/FEB 2006).

5. All BOLs submitted under line items 5001, 5002, 5003, 5004 and 5005 must state "For U.S. Military Use Only".

6. For Line Items 5006, 5007, and 5008: Demurrage will be charged at a daily rate.

7. Clause F3.02, TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK LUBES) (DESC JUN 1996), applies only to Line Items 5001, 5002, 5003, 5004, and 5005. For these Line Items, detention will be charged at an hourly rate.

8. Ordering/Delivery Periods:

A. The ordering period for deliveries to both Europe and the Middle East is Date of Award through 30 September 2010.

B. For Europe deliveries, the delivery period begins: 01 October 2009 and ends: 30 days after end ordering period.

C. For Middle East deliveries, the delivery period begins: 01 October 2009 and ends: 90 days after end of ordering period.

9. Please review the solicitation carefully, paying particular attention to the following clauses:

I72 – PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS (ALTERNATIVES I/II) (FEB 2006/APR 2003/FEB 2006)

I72.02-1 – TRANSPORTATION OF SUPPLIES BY SEA (ALTERNATIVE I) (MAR 2002)

I285 – SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

1285.1 – ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

I285.03 – CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (MAR 2009) (DEVIATION) (2007–O0010)

K5 – USE OF ELECTRONIC DATA INTERCHANGE (DESC JUL 2007)

ALL OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION IN THE EMPTY BOXES AND SUBMIT WITH INITIAL OFFERS

OFFER INFORMATION SHEET

A. State the overall quantity of each product available for award for the entire offer.

PRODUCT	MAXIMUM QUANTITY AVAILABLE FOR AWARD (ENTIRE OFFER)

B. State the overall quantity of each product available for award at each refinery.:

PRODUCT	SHIPPING POINT	MAXIMUM QUANTITY AVAILABLE FOR AWARD (PER REFINERY)

C. State the monthly production capacity for each source of supply:

PRODUCT		SOURCE OF SUPPLY		MONTHLY PRODUCTION CAPACITY (USG)

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D. For Sea Van Offers: State the minimum/maximum quantities (parcel size) for each individual lift at each shipping point for each method of delivery by product:

PRODUCT	MODE	SHIPPING POINT	MINIMUM QUANTITY (U.S. GLS)	MAXIMUM QUANTITY (U.S. GLS)

E. For Sea Van Offers: For each product state the minimum number of days between lifts for each method of delivery and shipping point (please state if there is no interval required between lifts):

PRODUCT	MODE	SHIPPING POINT	NUMBER OF DAYS BETWEEN LIFTS

F. For Tank Truck offerors: State the minimum/maximum quantities available for delivery each day.

PRODUCT	MODE	SHIPPING POINT	MINIMUM DAILY QUANTITIES (U.S. GLS)	MAXIMUM DAILY QUANTITIES (U.S. GLS)

G. For each Tank Truck shipping point, state the total number of loading racks available and the maximum number of trucks that can be loaded in an 8 hour day.

PRODUCT	SHIPPING POINT	NUMBER OF LOADING RACKS	MAX LOADS PER 8 HOUR DAY

SECTION E

E33.07 MANUFACTURING AND FILLING POINTS (DESC MAR 2006)

The name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished hereunder are as follows:

<u>PRODUCT</u>	<u>NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILLING POINT</u>
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(DESC 52.246-9F50)

SECTION F

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)

F29.02 CONTRACTOR ORDERING AGENTS (LUBES) (DESC APR 1968)

In the event the name and address of the office to which orders should be forwarded are not furnished below or in writing within two working days from the offer opening date, all orders issued hereunder shall be forwarded to the Contractor's office from which the offer was submitted. The Contractor shall be responsible for seeing that orders are forwarded to any regional or area offices from which product is to be shipped in such time as to accomplish delivery within the permissible delivery lead time set forth under the ORDERS/DELIVERY TIME clause. For this purpose, date of receipt of the order as specified under the ORDERS/DELIVERY TIME clause shall be the date on which the order is received by the office to which it is addressed.

ITEM NUMBER

CONTRACTOR AGENT'S NAME AND ADDRESS

(DESC 52.216-9F90)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS FOR DOMESTIC AND FOREIGN SUPPLIERS WHO CHOOSE TO BE PAID BY THE CORPORATE TRADE EXCHANGE WHEN THE RECEIVING BANK IS LOCATED IN THE UNITED STATES .

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

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

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

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

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

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

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

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

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

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

(DO NOT EXCEED 153 CHARACTERS)

OR

G9.07 (CONT'D)

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

Four horizontal lines with vertical tick marks, intended for handwritten entry of bank information.

(DO NOT EXCEED 153 CHARACTERS)

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

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

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

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

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

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

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

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

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

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

(DESC 52.232-9FJ1)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS FOR FOREIGN SUPPLIERS WHO CHOOSE PAYMENT BY THE FEDERAL RESERVE WIRE TRANSFER SYSTEM, WHICH DOES NOT REQUIRE THE RECEIVING BANK TO BE LOCATED IN THE UNITED STATES .

G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DESC JAN 2007)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

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

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

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

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

ORIGINATOR ABA: 044036205 (DESC fill-in)

CONTRACT NUMBER: _____ (DESC fill-in)

RECIPIENT'S CAGE CODE: _____

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S DUNS NUMBER: _____

BENEFICIARY'S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)

BENEFICIARY'S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: _____

BENEFICIARY'S BANK SWIFT NUMBER: _____
(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: _____

BENEFICIARY'S BANK SORT CODE: _____ (FOR BANKS IN THE UNITED KINGDOM ONLY)
(6 CHARACTERS ONLY)

SECTION J

SIGNATURE SHEET FOR BULK PORTS

ATTACHMENT 2 TO OSP

**STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT
TEST REPORTS (FUEL SYSTEM ICING INHIBITOR)**

ATTACHMENT 3 TO OSP

SECTION K

**K1.01-7 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (CONT'D)
(DESC FEB 2009)**

SMALL BUSINESS CONCERN REPRESENTATION - OFFEROR'S MANUFACTURING SOURCE.

(a) The representation in (c) below concerning the offeror's manufacturing source applies to Small Business Set-Aside (SBSA) line items, Small Disadvantaged Business Price Evaluation Adjustment (SDB PEA) line items, and HUBZone Small Business (HSB) line items only.

(1) To be eligible for either the SBSA or SDB PEA, the representation in (c)(1) below must state that all end items will be manufactured or produced by a small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) To be eligible for the HSB preference, the representation in (c)(2) below must state that all end items will be manufactured or produced by a HUBZone small business concern in the United States, its territories and possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Failure to complete (c) below and failure to submit same with the offer may render the offer ineligible for award in these programs.

(c) (1) **SBSA/SDB PEA REPRESENTATION.** The small business concern represents as part of its offer that--

all

not all

end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(2) **HSB REPRESENTATIONS.** The small business concern represents as part of its offer that—

all

not all

end items to be furnished will be manufactured or produced by a HUBZone small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(DESC 52.212-9F35)

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II)
(FEB 2009/APR 2002/OCT 2000)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

K1.01-10 (CONT'D)

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

K1.01-10 (CONT'D)

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- is
- is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it—

- is
- is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it—

- is
- is not

a service-disabled veteran-owned small business concern.

K1.01-10 (CONT'D)

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- is
- is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

- is
- is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

- is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)). The offeror represents as part of its offer that it--

- is
- is not

an emerging small business.

K1.01-10 (CONT'D)

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- is
- is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- has
- has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

K1.01-10 (CONT'D)

(iii) **ADDRESS.** The offeror represents that its address—

- is
- is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation.

Address, as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- is
- is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- is
- is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

K1.01-10 (CONT'D)

- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

(d) REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

has

has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

has

has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

has developed and has on file

has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMG Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

K1.01-10 (CONT'D)

(f) TRADE AGREEMENTS CERTIFICATE (JAN 2005) (DFARS 252.225-7020). (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (MAR 2007), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

_____	_____
(Line item no.)	(Country of origin)

(g) BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (OCT 2006) (DFARS 252.225-7035). (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (MAR 2007) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the

United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian and Canadian) end products:

_____	_____
(Line item number)	(Country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

_____	_____
(Line item number)	(Country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

_____	_____
(Line item number)	(Country of origin (if known))

K1.01-10 (CONT'D)

(h) **CERTIFICATION REGARDING RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- are
 are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) 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 Federal, state or local government 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, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) are
 are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this provision; and

(4) have
 have not

Within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) **The tax liability is finally determined.** The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) **The taxpayer is delinquent in making payment.** A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) **Examples.**

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

K1.01-10 (CONT'D)

(i) **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)
(Insert end product)	(Insert country of origin)

(2) **CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **PLACE OF MANUFACTURE.** (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) **CERTIFICATES REGARDING EXEMPTIONS FROM THE APPLICATION OF THE SERVICE CONTRACT ACT.** (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

K1.01-10 (CONT'D)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

- does
- does not

certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

- does
- does not

certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for those employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this provision applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(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.

K1.01-10 (CONT'D)

(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 government;

(4) TYPE OF ORGANIZATION.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: _____.

(5) COMMON PARENT.

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:

Name _____

TIN _____

(m) **RESTRICTED BUSINESS OPERATIONS IN SUDAN.** By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(FAR 52.212-3/I/II)

K5 USE OF ELECTRONIC DATA INTERCHANGE (BULK) (DESC JULY 2007)

(a) DEFINITIONS.

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

K5 (CONT'D)

- (c) [] A check in this block indicates that the Contractor has already entered into a TPA with DESC.
- (d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

K33.01 AUTHORIZED NEGOTIATORS (DESC APR 2007)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

NAME TITLE PHONE NUMBER E-MAIL ADDRESS

(DESC 52.215-9F28)

THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.

K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)

(a) FACSIMILE INVOICING.

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

YES NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

(4) RETURN OF INVOICES BY THE PAYING OFFICE.

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

(For overseas locations, include the country code)

(b) ELECTRONIC INVOICING (EDI)

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

YES NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(DESC 52.229-9F10)

K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(b) **REPRESENTATIONS.**

The offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)

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Please check the appropriate box(es) below , then check the area(s) to which you require access to sign.

<p>Type of Access</p> <p><input type="checkbox"/> DESC Regional Activity</p> <p><input type="checkbox"/> DFSP <input type="checkbox"/> QAR</p> <p><input type="checkbox"/> Contractor/Vendor <input type="checkbox"/> Invoicing</p> <p><input type="checkbox"/> DESC HQ Personnel (Read Only)</p>	<p>Sign on SF 1155 Sign on DD 250 or DD250-1</p> <p><input type="checkbox"/> Block 24 <input type="checkbox"/> Block 21 A <input type="checkbox"/> Block 30</p> <p><input type="checkbox"/> Block 21 B</p> <p><input type="checkbox"/> Block 22</p> <p><input type="checkbox"/> Block 23</p>
--	---

****** Note:** *If you are required to electronically sign any documents, please read the statement below and provide your written signature in **black ink** within the box below. If no signature is required, please leave the box blank.*

My signature in the box below indicates that I am authorized, pursuant to FAR 16.505(a) or 46.601 to sign SF 1155, 'Order for Supplies or Services' or DD Form 250 or 250-1, 'Tanker/Barge Material Inspection & Receiving Report.' I understand that the signature will be electronically generated and inserted in Block 24 of the SF 1155 or Block 21A, 21B, 22, 23, or 30 of the DD Form 250 or 250-1 respectively, when submitted by computer/internet utilizing my DESC-assigned Personal Identification Number (PIN).

_____ **Refinery:** **Signature**

Contract Number(s) and Line Item(s):

Contract(s) SP0600-	Line Item(s) / (CLINs)

Typed Name: _____

Shipping Location / DoDAAC: _____

Email: _____

Phone Number: _____

**STANDARDIZED FORMAT FOR USE IN THE
PREPARATION OF PRODUCT TEST REPORTS
Fuel System Icing Inhibitor**

GENERAL INSTRUCTIONS

June 2003

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

The Standard Test Report Format for Refined Bulk Fuels was used as a template for the expanded “generic” standard test report format for FSII. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of “1” unit indicates multiple measurements, ratings or test conditions which can be reported for a particular method. All measurements are in metric units.

The use of this code provides flexibility in adding or deleting test methods while not affecting the existing methods and thus eliminates the need for additional computer programming. For example, an ASTM method may have an equivalent ISO or other method. If the ASTM test method number is used as a reference, the ISO equivalent may be lost unless new programming is established to make it a choice. With the code, the equivalency will continue without any additional programming.

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

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

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

Item 2B: The City should match the “Shipped From” city on the DD 250-series document, which should reflect the distribution facility City from which the product was shipped to the US Government.

Items 4A & 4B: If the product is delivered by railcar and is issued to customers from the railcar, use the railcar number for Item 4A and the Batch Number assigned by the manufacturing plant for Item 4B for the test result (A-testing reported using an A-test form in PORTS) from the manufacturing plant which accompanies the railcar to the distribution facility. For the re-certification test (C-testing reported using an A-test form in PORTS) done at

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the distribution facility after receipt of the railcar, but before issue, then use the railcar number for Item 4A and the batch number from the distribution facility for Item 4B. Both A-test results should be attached in PORTS to each truck that receives product from that railcar.

Item 5: DESC currently procures DiEGME. This is coded in DESC's computer system as "SIH". Use "SIH" as the default entry for this item until DESC procures another type of FSII in addition to DiEGME.

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

FIGURE I - STANDARD TEST REPORT FORMAT

1 REPORT DATE: (MM/DD/YY)_____

2A CONTRACTOR: _____

2B PLANT or DISTRIBUTION FACILITY CITY: _____

2C STATE/COUNTRY: _____

3A CONTRACT NUMBER: (SPO600-YY-D-NNNN)_____

3B CONTRACT LINE ITEM NUMBER: _____

3C _____
DESC ORDER NUMBER

4A TANK NUMBER: _____

4B BATCH NUMBER (In Tank): _____

4C SAMPLE NUMBER: _____

5 PRODUCT: _____

7 SHIPPED TO: _____

8 QUANTITY FROM TANK SHIPPED TO DESC: _____ USG

APPEARANCE

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
020B	Visual	Visual Appearance		045A	D-1209	Pt-Co Color	0.5-
C&B						Color	
				045B	E-450	Pt-Co Color	0.5-Color

COMPOSITION

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
100E	D-664	Acidity in Solvents	mg	197A	D-4171	Ethylene Glycol	mass %
KOH/g				197B	85470	Ethylene Glycol (Titration)	
						mass%	

VOLATILITY

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
200C	D-1078	Distillation of Organic Liquids		220B	D-93	Flash Point - P/M	°C
201		Initial Boiling Point	°C	220C	D-3828	Flash Point - Seta, Method A	°C
211		Final Boiling Point	°C	220D	D-3828	Flash Point - Seta, Method B	°C
220A	D-56	Flash Point - Tag	°C	232A	D-891	Relative Density	kg\L

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232B D-4052 Relative Density - Digital 233 Temperature of Relative Density °C
kg/L

CONTAMINANTS

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
781C	D-1364	Water Content	mass %	781E	E203	Water Content	mass %
781D	D-1064	Water Content	mass %				

ADDITIVES

<u>Code</u>	<u>Method</u>	<u>Test/Additive</u>	<u>Unit</u>
800W	Antioxidant	BHT (FSII Only)	mg/L
801	Additive Injection Point		
	(Note)		

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OTHER TESTS

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
950	E-70	pH of 25% Solution in Water	pH Units