

# ADDENDUM PACKAGE

**SOLICITATION:** SP0600-09-R-0033

**PURCHASE PROGRAMS:** 1.1b, 1.1d, 1.1i, 1.1j

**THE ENCLOSED SOLICITATION COVERS THE PERIOD:**

**DELIVERY PERIOD**

ATLANTIC/EUROPEAN/MEDITERRANEAN

JULY 1, 2009, THROUGH JUNE 30, 2010,  
plus a 30 day carry-over period

NORTHEAST/ GREENLAND

JULY 1, 2009, THROUGH AUGUST 31, 2009  
plus a 30 day carry-over period

**TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER BY:**

MARCH 6, 2009, 1:00 P.M. LOCAL TIME

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**SECTION B**

**NOTE:**

- a. For evaluation purposes only, the daily tanker rate will be \$43,907.00. (Reference clauses M24.03(a) and M24.03-2(a)).
- b. The source point of Rota, Spain, will be used in calculating the round-trip mileage. The evaluation (tanker) rate noted in paragraph a., above, will be used along with the round-trip mileage in computing the transportation rate.

**B1 SUPPLIES TO BE FURNISHED (BULK) (DESC SEP 2001)**

- (a) The minimum and maximum quantities are defined in the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.
- (b) The supplies to be furnished during the contract period and all associated data are as follows:

**FUEL, NAVAL DISTILLATE (F-76), F76 1.1B**

NSN: 9140-00-273-2377

PURCHASE REQUEST NO. SC0600-09-0500

SPECIFICATION: MIL-PRF-16884L; dated October 23, 2006

(See Clause C16.23)

**1. FUEL, NAVAL DISTILLATE (F76)**

NSN: 9140-00-273-2377

**2. THE TOTAL ESTIMATED F76 QUANTITY IS - 90,830,000**

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0001	N62863	901001270	DFSP ROTA, SP

**QUANTITY** 49,350,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0002	UY7027	911001270	DFSP SOUDA BAY, GR

**QUANTITY** 39,480,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0003	UY7026	931003270	POL DEPOT GAETA, IT

**QUANTITY** 2,000,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>	<u>MAX PARCEL</u>
TANKER	NONE	NONE	NONE	40,000 Bbls

**GENERAL NOTES:**

- 1. Tanker offers must be on a FOB Origin basis, unless otherwise specified.
- 2. DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker to requiring activity.

B1 CONT'D

**TURBINE FUEL, AVIATION (JP-5), JP5 1.1D**

NSN: 9130-00-273-2379

PURCHASE REQUEST NO. SC0600-09-0501

SPECIFICATION: MIL-DTL-5624U, dated January 5, 2004

(See Clause C16.01)

**1. TURBINE FUEL, AVIATION (JP5)**

NSN: 9130-00-273-2379

**2. THE TOTAL ESTIMATED JP5 QUANTITY IS - 19,740,000**

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0101	N62863	901001270	DFSP ROTA, SP

QUANTITY 9,870,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	REQUIRED	NONE	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0102	UY7027	911001270	DFSP SOUDA BAY, GR

QUANTITY 9,870,000

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	REQUIRED	NONE	REQUIRED

**GENERAL NOTES:**

1. Tanker offers must be on a FOB Origin basis, unless otherwise specified.
2. DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker to requiring activity.

B1 CONT'D

**TURBINE FUEL, AVIATION (JA1), JA1 1.1I**

NSN: 9130-00-753-5026

PURCHASE REQUEST NO. SC0600-09-0502

SPECIFICATION: Defense Standard 91-91/Issue 6, dated April 8, 2008,  
Incorporating Amendment 1, dated August 25, 2008

**1. TURBINE FUEL, AVIATION (JA1)**

NSN: 9130-00-753-5026

**2. THE TOTAL ESTIMATED JA1 QUANTITY IS - 231,625,000**

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0201	UY7024	999100001	DFSP CEPS, FR

**QUANTITY** 150,325,000

- NOTES:**
- A. ACCEPTABLE LOCATIONS FOR TANKER ENTRY (FOB ORIGIN or FOB DESTINATION) INTO DFSP CEPS ARE:
    1. FRANCE: Marseilles, Le Havre
    2. BELGIUM: Antwerp
  - B. ACCEPTABLE LOCATIONS FOR PIPELINE ENTRY INTO DFSP CEPS ARE:
    1. FRANCE: St Baussant, Reichstett, Marseilles, Freyzin, Le Havre
    2. BELGIUM: Antwerp, Ghent
    3. NETHERLANDS: Rotterdam
    4. GERMANY: Lingen
  - C. GENERAL INFO:
    1. Lingen, Rotterdam, Antwerp, Ghent, Le Havre, and Reichstett entry points into CEPS require SDA.
    2. The custody transfer point is the connecting valves into the CEPS for product offered into the entry points of Ghent and Le Havre. On an FOB Destination Tanker basis into the CEPS, any cost incurred for interim storage will be paid by the contractor.
    3. Offers into the CEPS can be either FOB Origin or FOB Destination at all entry points. For FOB Destination, determination of quantity will be by tank gauging (See Determination of Quantity clause).

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE
PIPE	NONE	NONE	NONE

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0202	FP5544	971002270	CHIEVRES AB, BE

**QUANTITY** <325,000>

- NOTES:**
- A. END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CEPS.
  - B. TRUCK MODE RESTRICTED TO DESTINATION OFFERS.

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TRUCK	NONE	NONE	NONE

B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0203	UY7203	991001270	DFSP SPEYER, GE

QUANTITY <3,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CEPS

MODE	FSII	SDA	CI
PIPE	NONE	NONE	NONE

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<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0204	FP5612	991002270	RAMSTEIN AFB, GE

QUANTITY <115,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CEPS

MODE	FSII	SDA	CI
PIPE	NONE	NONE	NONE

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<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0205	FP5621	991004270	SPANGDAHLEM AFB, GE

QUANTITY <32,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP CEPS

MODE	FSII	SDA	CI
PIPE	NONE	NONE	NONE

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B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0206	UY7020	999000011	N ITALIAN PL SYS (NIPS), IT

QUANTITY 21,500,000

- NOTES:
- A. ENTRY POINT TO THE NIPS BY TANKER IS DFSP LA SPEZIA, IT.
  - B. BARGE MODE RESTRICTED TO DESTINATION OFFERS. QUANTITY DETERMINATION WILL BE BY CALIBRATED METER.
  - C. DRAFT RESTRICTION AT LA SPEZIA IS 10.1 METERS.
  - D. MAX PARCEL FOR TANKER AT LA SPEZIA IS 120,000 BBLs.

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>	<u>MAX PARCEL</u>
TANKER	NONE	REQUIRED	REQUIRED	120,000 BBLs
BARGE	NONE	REQUIRED	REQUIRED	
PIPE	NONE	REQUIRED	REQUIRED	

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0207	FP5682	931001240	AVIANO AB, IT

QUANTITY <21,500,000>

- NOTES:
- A. END USER CAN BE SUPPLIED THROUGH TERMINAL N ITALIAN PL SYS (NIPS).
  - B. TRUCK MODE RESTRICTED TO DESTINATION OFFERS. QUANTITY DETERMINATION WILL BE BY THE LOADING TICKET THAT IS NOT VOLUME CORRECTED.

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
PIPE	NONE	REQUIRED	REQUIRED
TRUCK	REQUIRED	REQUIRED	REQUIRED

B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0208	UY7022	941001270	DFSP GPSS, UK

QUANTITY 59,800,000

- NOTES:
- A. ACCEPTABLE TANKER ENTRY POINTS (FOB ORIGIN OR FOB DESTINATION) FOR INGRESS INTO THE DFSP GPSS ARE:
    1. South Killingholme Jetty
    2. Bristol Royal Portbury Dock Berth 7
  - B. ACCEPTABLE PIPELINE ENTRY POINTS FOR INGRESS INTO THE DFSP GPSS ARE:
    1. Killingholme (at entry to the W/E(E) pipeline from Killingholme to Rawcliffe).
    2. Backford North (also known as Mersey River, at entry to the N/S pipeline from Backford North to Berwick Wood).
    3. Hallen/Berwick Wood (at entry to the A/T(W) pipeline from Berwick Wood to Calne).
    4. Thames B (at entry to the TH/SW pipeline from Thames B pump station to Saffron Walden).
  - C. Suppliers offering at PIPELINE entry must confirm with the GPSS Managing Agent that they can comply with the GPSS entry point requirements for scheduling and input flowrates/pressures, and confirm the location at which sale of product to DESC will occur.
  - D. Suppliers offering at locations other than those listed above, must first have GPSS Managing Agent approval. The proposed locations must be directly connected to the GPSS. The GPSS Managing Agent may require suppliers to obtain pipeline capacity required to transport product from the proposed entry point. Transportation, capacity rights, and all other costs associated with offered locations, other than those listed above, will be the responsibility of the supplier.
  - E. Product is required w/o additives. For UK locations, product must conform to Defense Standard 91-91/Issue 6, dated April 8, 2008, incorporating Amendment 1, dated August 25, 2008, or the latest revision.
  - F. Offers into the GPSS by TK can be either FOB Origin or FOB Destination. For FOB Destination, determination of quantity will be by tank gauging (See Determination of Quantity clause).

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	NONE	NONE	NONE
PIPE	NONE	NONE	NONE

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0209	FP5560	941002240	RAF FAIRFORD, UK

QUANTITY <800,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GPSS

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
PIPE	NONE	NONE	NONE

B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0210	FP5587	941001240	RAF LAKENHEATH, UK

QUANTITY <24,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GPSS

MODE	FSII	SDA	CI
PIPE	NONE	NONE	NONE

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0211	FP5518	941003240	RAF MILDENHALL, UK

QUANTITY <35,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP GPSS

MODE	FSII	SDA	CI
PIPE	NONE	NONE	NONE

B1 CONT'D

**TURBINE FUEL, AVIATION (JP-8), JP8 1.1I**  
 NSN: 9130-01-031-5816  
 PURCHASE REQUEST NO. SC0600-09-0502  
 SPECIFICATION: MIL-DTL-83133F, dated April 11, 2008  
 (See Clause 16.64-1)

1. **TURBINE FUEL, AVIATION (JP8)**  
 NSN: 9130-01-031-5816

2. **THE TOTAL ESTIMATED JP8 QUANTITY IS - 227,740,000**

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0301	N62863	901001270	DFSP ROTA, SP
<b>QUANTITY</b>	62,000,000		
<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>
TANKER	REQUIRED	REQUIRED	REQUIRED
PIPE	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0302	N62863	901001270	DFSP ROTA, SP
<b>QUANTITY</b>	<53,000,000>		
<b>NOTE:</b> END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROTA			
<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>
TANKER	REQUIRED	REQUIRED	REQUIRED
PIPE	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0303	FP5575	901001240	DFSP MORON, SP
<b>QUANTITY</b>	<9,000,000>		
<b>NOTES:</b>			
A. END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ROTA.			
B. MORON REQUIREMENT MAY BE SUPPLIED THROUGH DFSP ROTA TERMINAL; HOWEVER, PRODUCT MUST BE FULLY ADDITIZED WITH FSII, SDA, AND CORROSION INHIBITOR (CI) AS PER LINE ITEM 0303 (DFSP ROTA).			
C. PRODUCT TO BE SUPPLIED EX THE SPANISH PL MUST BE NON-ADDITIZED PRODUCT. COST OF GOVERNMENT-ACQUIRED ADDITIVES WILL BE ADDED TO OFFER FOR EVALUATION PURPOSES ONLY.			
<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>
PIPE	REQUIRED	REQUIRED	REQUIRED

B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0304	UY7259	911002001	TNPS-EAST, TK

QUANTITY 156,500,000 ✓

- NOTES: A. FOB DESTINATION TANKER OFFERS DIRECT TO DFSP ATHENS ARE ACCEPTABLE. FOB DESTINATION TANKER OFFERS WILL BE EVALUATED THROUGH DFSP ATHENS AND THEN BY US GOVERNMENT-ARRANGED VESSEL TO TNPS-EAST (MERSIN). THE REQUIREMENTS OF THE CARGO PREFERENCE ACT ARE APPLICABLE TO TANKER DESTINATION OFFERS. FOR FOB DESTINATION, DETERMINATION OF QUANTITY WILL BE BY TANK GAUGING (SEE DETERMINATION OF QUANTITY CLAUSE).
- B. PRODUCT FOR DFSP ATHENS IS JET A-1 WITHOUT ADDITIVES. MAXIMUM PARCEL FOR DESTINATION TANKER AT DFSP ATHENS IS 350,000 BBLs.
- C. PIPELINE MODE RESTRICTED TO FOB ORIGIN OFFERS.

<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>	<b>MAX PARCEL</b>
TANKER	REQUIRED	REQUIRED	REQUIRED	165,000 BBLs
PIPE	REQUIRED	REQUIRED	REQUIRED	

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0305	W91KVS	995012250	CAMP DIAMONDBACK, IRAQ

QUANTITY <20,000,000> ✓

- NOTES: A. END USER CAN BE SUPPLIED THROUGH TERMINAL TNPS-EAST.
- B. OFFERS WILL ONLY BE EVALUATED FROM THE TNPS-EAST (MERSIN) ON AN FOB ORIGIN BASIS.

<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>
TRUCK	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0306	W9117N	995010254	QWEST, IRAQ

QUANTITY <30,000,000> ✓

- NOTES: A. END USER CAN BE SUPPLIED THROUGH TERMINAL TNPS-EAST.
- B. OFFERS WILL ONLY BE EVALUATED FROM THE TNPS-EAST (MERSIN) ON AN FOB ORIGIN BASIS.

<b>MODE</b>	<b>FSII</b>	<b>SDA</b>	<b>CI</b>
TRUCK	REQUIRED	REQUIRED	REQUIRED

B1 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0307	UCKIKU	995010258	KIRKUK, IRAQ

QUANTITY <13,000,000>

- NOTES: A. END USER CAN BE SUPPLIED THROUGH TERMINAL TNPS-EAST.  
 B. OFFERS WILL ONLY BE EVALUATED FROM THE TNPS-EAST (MERSIN) ON AN FOB ORIGIN BASIS.

MODE	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0308	W9044S	995010257	TIKRIT, IRAQ

QUANTITY <13,500,000>

- NOTES: A. END USER CAN BE SUPPLIED THROUGH TERMINAL TNPS-EAST.  
 B. OFFERS WILL ONLY BE EVALUATED FROM THE TNPS-EAST (MERSIN) ON AN FOB ORIGIN BASIS.

MODE	FSII	SDA	CI
TRUCK	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0309	FP5685	911001240	INCIRLIK AB, TK

QUANTITY <80,000,000>

NOTE: END USER CAN BE SUPPLIED THROUGH TERMINAL TNPS-EAST

MODE	FSII	SDA	CI
PIPE	REQUIRED	REQUIRED	REQUIRED

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0310	FP4486	951001240	LAJES FIELD, AZ

QUANTITY 9,240,000

MODE	FSII	SDA	CI	MAX PARCEL
TANKER	REQUIRED	REQUIRED	REQUIRED	220,000 BBLs

## B1 CONT'D

## GENERAL NOTES:

1. Offers for tanker delivery must be on an FOB Origin basis, with the exception of the CEPS, NIPS, GPSS, and DFSP Athens, which can be either FOB Origin or FOB Destination.
2. Offer for barge delivery must be on an FOB Destination basis.
3. DESC reserves the right to reject any offer requiring the use of DESC facilities for delivery by tanker or barge to requiring activities.
4. Offers for Chievres AB and Aviano AB by TT must be on an FOB Destination only.
5. Offers for Camp Diamondback, Qwest, Kirkuk, and Tikrit will be evaluated from the TNPS East (Mersin) for an FOB Origin basis.
6. On items requiring delivery on an FOB Destination basis by tanker into DFSP Athens, the quantity to be invoiced shall be determined on the basis of the vessel quantity at destination prior to discharge, corrected by the Vessel Experience Factor (VEF), minus Remaining on Board (ROB) that is left after discharge. To ensure there is no excessive loss in transit, the pre-discharge quantity will be compared with the origin shore tank quantity and the origin vessel quantity. The VEF, if any, will also be considered in determining invoice quantity. The VEF used will be per the MPMS, Chapter 17.1, from the 20 most recent voyages with at least five qualifying voyages. If no VEF is available, then a VEF of 0.1% will be used.

Pipeline offers into DFSP Athens are restricted to FOB Destination only.

B1 CONT'D

**TURBINE FUEL, AVIATION (JP-8), JP8 1.1J**

NSN: 9130-01-031-5816

PURCHASE REQUEST NO. SC0600-09-0503

SPECIFICATION: MIL-DTL-83133F, dated April 11, 2008

(See Clause 16.64-1)

**1. TURBINE FUEL, AVIATION (JP8)**

NSN: 9130-01-031-5816

**2. THE TOTAL ESTIMATED JP8 QUANTITY IS - 9,387,000**

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0401	FP2507	921002240	DFSP THULE

QUANTITY 9,387,000

**NOTE:** EVALUATION FOR CARGO MUST BE A SINGLE-PORT LOAD, OR DESC-BIT MUST VERIFY THAT IT IS ACCEPTABLE TO TWO-PORT LOAD.

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TANKER	REQUIRED	REQUIRED	REQUIRED

**GENERAL NOTES:**

- Only FOB Origin tankers will be accepted because product must be delivered via MSC ice-strength vessels. Each vessel is restricted to a maximum cargo load of 223,500 Bbls due to winter-draft capacity.
- Delivery vessel must contain a full tanker load. A full tanker load is defined as 223,500 Bbls.

**B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DESC JUN 2005)****(a) WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

**(b) DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the market price indicator set forth in the Table in (f) below with which the base unit price is to fluctuate. **NOTE: The term market price indicator will be referred to hereafter as "reference price" in this clause.**

(3) **Date of delivery** is defined as follows:

**(i) FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

**(c) ADJUSTMENTS.**

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 375 percent of the award price, except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) **REVISION OF REFERENCE PRICE INDICATOR.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(8) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

## B19.34 CONT'D

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

REFERENCE PRICE TABULATION				
ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE	REFERENCE PRICE AS OF JANUARY 07, 2009 (EXCLUDES ALL TAXES)
See Below	Platt's Oilgram Price Report  (U.S. Edition)	Product Price Assessments  (European Bulk)	See Below	See Notes Below

\*\*\*FOR AEM AND NEG\*\*\*

PRODUCT	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG EFFECTIVE JANUARY 07, 2009
F76	Gasoil 0.1 (100% Cargoes CIF NWE Basis ARA)	\$1.586160
F76	Gasoil 0.2 (100% FOB Med Basis Italy)	\$1.410044
JP5	Jet Kerosene (100% Cargoes CIF NWE Basis ARA)	\$1.649473
JP8	Jet Kerosene (100% Cargoes CIF NWE Basis ARA)	\$1.621247
JP8	Jet Av. Fuel (100% FOB Med Basis Italy)	\$1.557914
Jet A-1	Jet Kerosene (100% Cargoes CIF NWE Basis ARA)	\$1.621247
Jet A-1	Jet Av Fuel (100% FOB Med Basis Italy)	\$1.557914

**NOTES:**

- A. **For AEM Platt's Oilgram Prices Only:** Reference price is the five business day average of the low and high prices for the two days preceding the date of delivery, the date of delivery, and the two days subsequent to the date of delivery published effective days' prices.

In order to calculate the price, first determine the date of delivery price. If the actual date of delivery falls on Saturday or Sunday, the date of delivery for pricing purposes will be Friday. If the actual date of delivery falls on a holiday, then the date of delivery for pricing purposes will become the previous business day.

If Platt's fails to publish the price for a particular product on the date of delivery, then the date of delivery will become the previous business day in which a price is published

Once the date of delivery price is determined, then obtain the published effective days prices for the two business days immediately preceding the date of delivery and the two business days immediately subsequent to the date of delivery.

**B19.34 CONT'D**

- B. Any offer for F-76, Jet A-1, or JP-8 products must now specify on which escalator it is based. Offers may be made for these product using either escalator or both escalators listed.
- C. Offered prices that are submitted for Jet A-1 and JP-8 based on the escalator Jet AvFuel, FOB Med Basis Italy for AEM will be subject to a **negative** adjustment factor of **\$0.012446** USD/USG for evaluation purposes only. These factors represent the spread between the differences of the two reference prices and the 12-month averages of both escalators.
- D. Likewise, offered priced that are submitted for F-76 based on the escalator Gasoil 0.1%, CIF NWE will be subject to a **positive** adjustment factor of **\$0.001456** USD/USG for evaluation purposes only.

(DESC 52.216-9F25)

SECTION C**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

**C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

**C16.01 TURBINE FUEL, AVIATION (JP5) (BULK) (DESC JUL 2008)**

(a) Specification MIL-DTL-5624U, dated January 5, 2004, Turbine Fuel, Aviation, Grade JP5, applies. The requirements of Table 1 in the specification are modified as follows:

- (1) **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.
- (2) **TOTAL SULFUR CONTENT.** The total sulfur content of JP5 shall be 0.20 mass percent maximum.
- (3) **HYDROGEN CONTENT.** ASTM D 5291 or ASTM D 7171 may be used in lieu of ASTM D 3701.
- (4) **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP5 shall be the manual version of ASTM D 93 as opposed to the automated version of ASTM D 93.

(5) **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.** Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or Corrosion Inhibitor (CI) after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

(6) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded corresponding to item 750X, both on the Standardized Test Report Form (see Attachment 1) and on the DD Form 250-1. This result shall be recorded with an asterisk next to it, and with a footnote below, stating, "MSEP result is a 'Report Only' requirement. Original result of \_\_\_\_\_ (fill in actual result) on product containing the following additives: \_\_\_\_\_ (fill in combination of additives)."

(7) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below:

(i) **OPTION A.** In addition to the thermal stability testing requirements of MIL-DTL-5624U, an additional JFTOT test, which will not be the basis for acceptance or rejection of the fuel, shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit). Shipments will not be delayed pending results of this additional JFTOT test and the results shall be REPORT ONLY.

(ii) **OPTION B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). If both tests are performed, the results of the test at 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

(iii) Regardless of which option is chosen (Option A or B above), the test temperature and the results of the JFTOT shall be recorded on the DD Form 250-1 and on the Standardized Test Report Form. If using the Standardized Test Report Form, the results obtained at 260 degrees Celsius shall be reported as using series "B" for item numbers 601, 602, and 603. If another temperature is used, use series "A" to report the results and item 604 to report the test temperature.

(8) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test (ASTM D 381) may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius. If air is used instead of steam while performing ASTM D 381, it must be reported. In case of a failure with air, the sample must be retested using steam.

**(b) ADDITIVES.**

(1) Additives are required for deliveries of JP5, per MIL-DTL-5624U, unless addition is excluded by specific solicitation line item, applicable contract clause, or other contractual requirement. FSII included in jet fuel shall conform to MIL-DTL-85470B dated June 15, 1999.

(2) The DD Form 250-1 for marine shipments shall cite the type, name, and amount (in milligrams per liter) of additives added to the fuel at the production or loading facility.

## C16.01 CONT'D

(3) The CI/LI additive(s) used shall be of the type and concentration cited in QPL 25017-22 dated December 28, 2006. Only the following CI/LI additives are approved for inclusion in fuel shipments to overseas NATO countries: Apollo PRI-19, Octel DCI-4A, HITEC 580, NALCO 5403, and TOLAD 4410.

(4) Line injection of additives (FSII and CI) from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(i) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(iii) Conformance to specification requirements at the custody transfer point is required, however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for MSEP). MSEP analysis shall be performed per the Contractor's election in MIL-DTL-5624U, dated January 5, 2004.

(c) **REPORTS.** Refer to the MATERIAL INSPECTION RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause.

(DESC 52.246-9FNK)

## C16.23 FUEL, NAVAL DISTILLATE (F76) (DESC AUG 2008)

Military Specification MIL-DTL-16884L dated October 23, 2006, applies with the following modifications:

(a) **DENSITY.** All batches of F76 presented for Government acceptance shall meet a minimum density requirement at 15 degrees Celsius of  $800 \text{ kg/m}^3$  and a maximum density requirement at 15 degrees Celsius of  $876 \text{ kg/m}^3$ .

(b) **LUBRICITY FOR ULTRA LOW SULFUR F76.** All ultra low sulfur batches of F76 (fuels containing less than 15 parts per million sulfur) presented for Government acceptance shall meet a minimum lubricity requirement of 460 microns maximum wear scar when tested in accordance with ASTM D 6079, Evaluating Lubricity of Diesel Fuels by the High-Frequency Reciprocating Rig (HFRR). The following lubricity additives may be used to meet this requirement, if necessary, at a maximum concentration of 200 parts per million (w/w):

- (1) Innospec Octamar L15;
- (2) Lubrizol 539D;
- (3) Nalco EC5711A; and
- (4) Baker Petrolite TOLAD 9112.

(c) **MICRO-SEPAROMETER RATING FOR ULTRA LOW SULFUR F76.** All ultra low sulfur batches of F76 (fuels containing less than 15 parts per million sulfur) presented for Government acceptance shall be tested following ASTM D 7261, Standard Test Method for Determining Water Separation Characteristics of Diesel Fuels by Portable Micro-separometer. There is no limiting requirement; the result shall be noted on the test analysis as a "**REPORT ONLY.**"

(d) **ANTIOXIDANT ADDITIVE REQUIREMENT FOR ULTRA LOW SULFUR F76.** Immediately after processing (i.e., during the rundown into feed/batch tank) and before the fuel is exposed to the atmosphere, an approved antioxidant shall be added to all ultra low sulfur F76 (fuels containing less than 15 parts per million sulfur) at a concentration of not less than 17.2 milligrams or more than 24.0 milligrams of active ingredient per liter of fuel (6.0 to 8.4 pounds per 1,000 barrels). The following antioxidant formulations are approved:

- (1) 2,6-di-tert-butyl-4-methylphenol;
- (2) 6-tert-butyl-2,4-dimethylphenol;
- (3) 2,6-di-tert-butylphenol;
- (4) 75 percent minimum 2,6-di-tert-butylphenol;  
25 percent maximum tert-butylphenols and tri-tert-butylphenols;
- (5) 72 percent minimum 6-tert-butyl-2,4-dimethylphenol;  
28 percent maximum tert-butyl-methylphenols and tert-butyl-dimethylphenols; and
- (6) 55 percent minimum 2,4-dimethyl-6-tert-butylphenol;  
15 percent minimum 2,6-di-tert-butyl-4-methylphenol;  
30 percent maximum mixed methyl and dimethyl tert-butylphenols.

(e) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 or DD Form 250-1 shall be submitted with a laboratory analysis report for each tank of product lifted. This documentation shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause.

(f) **RED DYE. (Does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.)** Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80, as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994, shall not be added to F76. The finished product shall show no visual evidence of red dye. This product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway.

(DESC 52.246-9FBF)

**C16.64-1 TURBINE FUEL, AVIATION (JP8) (ATL/EUR/MED) (DESC AUG 2008)**

(a) For the Central European Pipeline System (CEPS) and the United Kingdom locations, product must conform to Defence Standard 91-91/Issue 6, dated August 25, 2008, incorporating Amendment 1, modified as follows: Additives shall not be premixed with other additives before injection into the fuel.

(b) For all other locations, Aviation Turbine Fuel shall conform to MIL-DTL-83133F, dated April 11, 2008, modified as follows:

(1) All references pertaining to Synthetic Paraffinic Kerosene (SPK), Fischer-Tropsch (FT) processes/materials, or synthetic blending materials shall not apply to this contract.

**(2) ADDITIVE REQUIREMENTS.**

(i) Corrosion inhibitor/lubricity improver (CI/LI) is not required/permitted unless stated otherwise in the Schedule. When required, the following CI/LI additives shall be added at the appropriate concentration listed below.

<u>INHIBITOR</u>	<u>CONCENTRATION, GRAMS PER CUBIC METER</u>
Innospec DCI-4A	9 - 24
Hitec 580	15 - 22.5
Nalco 5403	12 - 22.5
TOLAD 4410	9 - 22.5

For deliveries to La Spezia, Italy, the CI shall be 3.5 g/m<sup>3</sup> above the minimum effective concentration identified in the Qualified Products Database (QPD) for any of the approved CIs. Qualified Products Listing (QPL) QPL-25017-22, Notice 1, dated April 28, 2008, is a Notice of Transformation that cancels this QPL and replaces the information with the new Qualification Data Set (QDS). To locate this information, you must link to the QPD at [http://assist.daps.dla.mil/online/help/qds\\_pub.cfm](http://assist.daps.dla.mil/online/help/qds_pub.cfm) after registering with the ASSIST website.

(ii) When antioxidants are added to the hydrogen-treated portion of the finished product, the percentage of the blend that has been hydrogen treated shall be reported.

(iii) For deliveries to the following locations, fuel system icing inhibitor (FSII) is required:

(A) Lajes Field, Azores.

(B) Thule AB, Greenland.

(C) Truck deliveries to Gioia del Colle, Italy, and Aviano Airbase, Italy.

(iv) Metal deactivator (MDA) shall not be used in JP8 unless the supplier has obtained written consent from the Procuring Activity.

(v) The requirement for static dissipator additive (SDA) (see MIL-DTL-83133F, dated April 11, 2008, paragraph 3.3.3 and fuel electrical conductivity requirement in Table I) is deleted unless stated otherwise in the Schedule.

**(3) TESTING.****(i) PARTICULATE CONTAMINATION (PC) TESTING AND FILTRATION TIME (FT) TESTING.**

(A) **PC/FT Testing.** A minimum sample size of 3.79 liters shall be filtered. Use of two membrane filters (a test membrane filter and a control membrane filter) is not required. Use of a single filter is acceptable.

(B) **FT TESTING.** Round upwards when reporting the filtration time in minutes. For example, a filtration time of 10 minutes, 18 seconds would be reported as 11 minutes.

(ii) **THERMAL STABILITY.** The thermal stability test (JFTOT), ASTM D 3241, shall be performed according to either Option A or B described below.

(A) **Option A.** The thermal stability test shall be performed with the temperature of the test being 260 degrees Celsius (500 degrees Fahrenheit), in accordance with the requirements of MIL-DTL-83133F, dated April 11, 2008, will be the basis for the acceptance or rejection of the fuel. An additional JFTOT test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) and this result shall be **REPORT ONLY**. Shipments will not be delayed pending results of this additional JFTOT test.

(B) **Option B.** The thermal stability test shall be performed with the temperature of the test being 275 degrees Celsius (530 degrees Fahrenheit) in lieu of the normal 260 degrees Celsius (500 degrees Fahrenheit). If the fuel fails the JFTOT test at this temperature, a second test will be performed at 260 degrees Celsius (500 degrees Fahrenheit). When both tests are performed, the results of the test 260 degrees Celsius (500 degrees Fahrenheit) will be the basis for acceptance or rejection of the fuel.

**(iii) MICRO SEPAROMETER (MSEP) RATING LIMITS.**

(A) Refer to MIL-DTL-83133F, dated April 11, 2008.

(B) Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit will be met for the balance of the contract. If the Contractor introduces FSII and/or CI after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.

C16.64-1 CONT'D

(C) If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI, an additional MSEP test shall be performed on a handblend containing jet fuel, FSII, CI, and AO (AO only if required). The MSEP result of this handblend is a REPORT ONLY requirement, and shall be recorded on the DD Form 250-1 and on the Standard Report Form (see Attachment 1) as item number 750X. This result shall be recorded with an asterisk next to it, and with a footnote below, stating "MSEP result is a REPORT ONLY requirement." Original result of \_\_\_\_\_ on product containing the following additives applies:

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

(iv) **EXISTENT GUM.** The preferred vaporizing medium for aviation turbine fuel is steam, however, the existent gum test may be performed using air as the vaporizing medium at the following operating temperatures: Bath: 232 to 246 degrees Celsius; Test well: 229 to 235 degrees Celsius.

(c) **LINE INJECTION OF ADDITIVES (applies to product conforming with the specifications of (a) or (b) above).** Line injection of FSII, CI, and SDA from shipping tank to delivery conveyance or other f.o.b. point is permitted under the following conditions:

(1) Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(2) When FSII is required, additive concentration (refer to MIL-DTL-83133F, dated April 11, 2008, specification for test methods permitted) must be verified based on a representative shipment sample(s).

(3) Conformance to specification requirement at the custody transfer point is required, however, prior to shipment, a laboratory handblend of jet fuel with all additives required by this contract shall be tested to verify compliance with the required specifications (MSEP analysis shall be performed per Contractor's election in (b)(3)(iii)(B) above). The MSEP result on this handblend is a REPORT ONLY requirement and shall be recorded as item 750X, both on the Standardized Test Report Form (see Attachment 1) and on the DD Form 250-1. A footnote in the Standard Test Report Format will list the additives contained in the 750X sample.

(d) **REPORTS.**

(i) Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for additional reporting requirements.

(ii) The DD Form 250-1 for marine shipments shall cite the type, name, and amount of additives added to the fuel.

(DESC 52.246-9FNQ)

SECTION E

THE FOLLOWING CLAUSE APPLIES--

1. TO ALL BULK LUBRICATING OIL AND ADDITIVE DELIVERIES.
2. TO ALL BULK AVIATION FUEL DELIVERIES.
3. TO ALL BULK NON-AVIATION DELIVERIES BY WATERBORNE TRANSPORT OR PIPELINE.
4. WHEN SPECIFIED IN THE SCHEDULE LINE ITEM NARRATIVE.

**E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC NOV 2008)****(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Management Systems – Requirements, or Q92 (ISO9002) Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing. If the Contractor chooses to comply with the Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be presented to the Quality Representative (QR) for their review and acceptance prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime changes are made to the inspection system or as necessitated by quality problems. The Contractor must sign and date the original QCP, as well as each subsequent revision. Revisions shall also be presented to the QR for review and acceptance prior to implementation.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government, and to adhere to all the requirements in this clause applicable to those inspection systems and QCPs.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies or services to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Procedures to identify and ensure quality of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When line injection of additives is required by the contract, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the product, as well as procedures for maintaining records evidencing the homogeneous blending of all line injected additives. In addition to the testing in (iv) below, a laboratory hand blend of jet fuel with all additives required by the contract shall be tested, prior to shipment, to verify compliance with the specification;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Manual Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177) Automatic Sampling of Liquid Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. NOTE: For f.o.b. origin tanker, barge, and pipeline shipments, a flow-proportional sample taken in accordance with MPMS Chapter 8, Section 2, is required at the custody transfer point. For other than f.o.b. origin shipments, automatic in-line sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests, see Table III, Definitions of Test Series, below, and individual test methods/procedures to be performed on samples taken from each location identified in (iii) above;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012, Measurement Management Systems – Requirements for Measurement Processes and Measuring Equipment, or equivalent local regulation, as appropriate; and, a program for meters used to determine quantity complying with the API MPMS, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by API, ASTM, or IP publications, the applicable manufacturer's recommended calibration method(s), outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality/quantity determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment, such as tanks, lines, valves, and manifolds; identification of dedicated/common product systems, including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, and drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

## E1 CONT'D

(vii) **LOADING AND SHIPPING – GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point, in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point. A dedicated system, including pumps, loading arms, and hoses, is preferred, but an isolated common system incorporating blind flanges, spectacle plates, or double valves between systems is acceptable, and single valves designed to provide the same protection, such as twin seal single valves, are also acceptable, if positive isolation is assured. Systems with single valve (other than twin seal) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves (other than twin seal) are present in the system, the Contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. When a common system is to be used, the Contractor shall provide a list of all products carried by that system during the past year to the Contracting Officer, at the time of bid, for determination of acceptability. Procedures for conditioning and testing of isolated systems that last carried a product other than that intended for movement under this contract. For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING – TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.**

Procedures for inspecting conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. [Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.] Provide for investigating discrepancies in either recorded quality or quantity. When required by the contract, seal conveyance and record seal numbers on the shipping document. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen;

(B) All lubricating oil products, including preservatives, having a kinematic viscosity of 20.0 centistokes or less at 100 degrees Fahrenheit shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100 degrees Fahrenheit, but less than 22.0 centistokes at 210 degrees Fahrenheit, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING – TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** Procedures for the preparation of vessels that ensure they are suitable to load the intended product. As a minimum, f.o.b. destination Contractors must ensure that all cargo systems on the vessel intended for loading product under this contract, to include tanks, lines, manifolds and pumps, are washed, gas freed, and inspected. Each cargo tank shall be internally inspected from bulkhead to bulkhead. All water, washings, and sediment must be removed from the cargo tanks and there shall be no loose or flaking coating. A written report of the vessel preparation and internal tank inspection must be provided to the Contracting Officer and the DESC inspection office designated in the LIST OF INSPECTION OFFICES FOR DESC CONTRACTS clause before the vessel arrival at destination. These procedures and others deemed necessary by the Contractor shall be included to ensure that the product meets the specification requirements at the custody transfer point.

(B) **For f.o.b. origin Government-supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, mooring, vessel deballasting, inerting and conditioning of cargo tanks, inspections, hose connections and disconnections, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled, and pressure packed) and gauging shore tanks, both before and after loading. In the event an automated metering system is to be used as the means of shore quantity determination, manual gauges of all storage tanks designated for shipment shall be taken prior to commencement of loading. Procedures for preload discussion between Contractor, vessel, and QR to include, but not be limited to, prior two cargoes, cleaning procedures, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. [Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP7 or JPTS.] All cargo quantities will be calculated and volume corrected both before and after loading. Procedures for commencement of loading into one tank (up to 3 feet) then switching to at most two other vessel tanks while first-in sampling and testing is being accomplished (Table I). Procedures for the transportation of samples from vessel to the testing facility. Monitoring the loading (including line blending and additive injection) from source to vessel, investigating irregularities immediately and stopping loading, if necessary. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if ship to shore variance is greater than 0.5 percent or figures suspect) on loaded conveyance.

## E1 CONT'D

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Authority to release a Government-furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Form 250-1.

(x) **RECORDS AND REPORTS.** Procedures for completing and distributing required documentation both prior to and after the release of the vessel. Documentation shall include, as a minimum, test reports for all products and additives, additive blending and/or injection records, vessel notice of readiness, customs documents, bills of lading, vessel ullage reports, and the DD Form 250/DD Form 250-1 and continuation sheet(s) (or the Paperless Ordering and Receipt Transaction System [PORTS] or equivalent). Other documentation may be required on an as needed basis, such as vessel port logs, calibration records, and results of quality or quantity discrepancy investigations. These records and reports will include by whom, where, and how prepared, and retention information. The DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor and the vessel representative in the appropriate blocks before presenting them to the QR for signature. The DD Form 250 and DD Form 250-1 shall identify the type, brand name, and amount of all additive(s).

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance. Regardless of the method of delivery, products furnished under this contract must meet all specification requirements at the Custody Transfer Point (CTP).

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause. Procedures to determine suitability to load tank trucks and tank cars shall include, but not be limited to, visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for the intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at their expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

## E1 CONT'D

TABLE I

MINIMUM SAMPLING AND TESTING REQUIREMENTS (1)

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST (SERIES OR INDIVIDUAL)
1. Refinery/Terminal (Each Shipping Tank)	Each Batch Prior to Start of Shipment	All Level or Multi-Level Composite	A (2)
2. All Modes (Shipping Line) Dedicated Line Common Line	Prior to Loading/Shipping	Spot	C B
3. All Modes (except Tank Truck) (Custody Transfer Point)	Immediately After Start of Loading/Shipping	Spot	C
4. Tanker/Barge or Pipeline (Custody Transfer Point)	During Loading or Shipping	Representative Sample [See Note, Paragraph E1(a)(3) (iii)]	Retain Only
5. Tanker/Barge/Pipeline (Custody Transfer Point)	Hourly During Loading/Shipping	Spot	Visual (3) plus additive analysis for FSII & SDA, if line injected
6. Tanker/Barge (First-In)	After loading 3 feet or the line displacement quantity, whichever is greater	Spot	C - plus additive analysis for FSII & SDA, if line injected (4)
7. Tanker/Barge (f.o.b. origin only)  (Each Compartment)  (Composite)	After Loading	All-Level or Multi-Level Composite  Multi-Tank Composite of Each Product Loaded	Workmanship & Density. For JP5, flash point must also be performed.  B (except gum for jet) (except carbon residue for diesel/kerosene)
8. Tanker/Barge (f.o.b. destination only)  (Each Compartment)  (Composite)	Prior to Discharge	All-Level or Multi-Level Composite  Multi-Tank Composite of Each Product to be Discharged	Workmanship & Density. For JP5, flash point must also be performed.  A
9. Tank Car/Truck (Loading Rack)	After change of source tank.	Spot	C plus additive analysis for FSII & SDA, if line injected
10. Tank Cars/Tank Truck/ Intermodal Container	After Loading/Filling	All-Level	Workmanship (C - when loading lubes and FSII)

**E1 CONT'D****NOTES FOR TABLE I:**

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER TYPE C TESTS ON SEPARATE UPPER, MIDDLE, AND LOWER SAMPLES VERIFY BATCH CONFORMANCE TO THE HOMOGENEITY REQUIREMENT. HOMOGENEITY IS DEFINED AS WHEN THE UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS (MINIMUM - DENSITY/API GRAVITY) ALL FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD(S).
- (3) CONTINUOUS IN-LINE ANALYZERS (I.E., DENSITY AND/OR FLASH POINT) ARE ACCEPTABLE, IN LIEU OF HOURLY EVALUATIONS, IF QUALITY IS ASSURED. WHEN CONTINUOUS IN-LINE ANALYZERS ARE PRESENT IN THE SYSTEM, THE CONTRACTOR SHALL PROVIDE ITS QUALITY CONTROL PROCEDURES AT TIME OF OFFER TO THE CONTRACTING OFFICER FOR DETERMINATION OF ACCEPTABILITY.
- (4) TESTING FOR PARTICULATE CONTAMINATION SHALL BE REQUIRED BY THE GOVERNMENT IF VISUAL EXAMINATION OF THE SAMPLE FAILS WORKMANSHIP FOR SEDIMENT/SUSPENDED MATTER.

E1 CONT'D

**TABLE II**  
**SAMPLE RETENTION**

LOCATION	MINIMUM QUANTITY	RETENTION PERIOD(1)
1. Bulk Additives	2 Liters	Until Receipt and Quality Verification of Each Lot/Batch
2. Drummed Additives	1 Liter	15 Days After Receipt of Last Shipment of Each Lot/Batch
3. Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
4. Tanker/Barge/Pipeline (Composite Line)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
5. Tanker/Barge (Composite)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
6. Tanker/Barge (Each Compartment)	0.5 Liter	45 Days
7. Tank Car/Tank Truck/Rail Car//Intermodal Container	1 Liter (2)	15 Days (Lubes – 45 days)

**NOTES FOR TABLE II:**

- (1) UNLESS OTHERWISE NOTED, THE RETENTION PERIOD SHALL BE FOR THE STATED NUMBER OF DAYS AFTER THE SAMPLE HAS BEEN TAKEN FROM THE LOCATION INDICATED.
- (2) IF THE CONVEYANCE IS COMPARTMENTALIZED, A PROPORTIONAL SAMPLE SHALL BE TAKEN FROM EACH COMPARTMENT SUCH THAT A TOTAL OF ONE LITER IS COLLECTED FROM THE CONVEYANCE.

E1 CONT'D

TABLE III

DEFINITIONS OF TEST SERIES

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

TEST PROPERTIES	AVGAS		TURBINE FUEL		MOGAS		DIESEL/ KEROSENE		BURNER FUEL		LUBE OIL		FSII
	B	C	B	C	B	C	B	C	B	C	B	C	C
Workmanship	*	*	*	*	*	*	*	*			*	*	*
Particulate content	*		*				* (3)				*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density or API Gravity or Specific Gravity	*	*	*	*	*	*	*	*	* (4)	* (4)			*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*										
Existent Gum	*		*										
Carbon Residue							*		*				
Lean or Rich Ratings	*												
Reid Vapor Pressure	*		* (5)		*								
Water Reaction	*		*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
Microseparator			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*
Water Tolerance					* (2)								
Foam Test											*	* (1)	

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

**NOTES FOR TABLE III:**

- (1) ONLY ASTM D 892 SEQUENCES 1 AND 2 SHALL BE PERFORMED.
- (2) GASOHOL ONLY.
- (3) F76 ONLY.
- (4) GRADES 1, 2, AND 4 (L) ONLY.
- (5) JP4 ONLY.

## E1 CONT'D

TABLE IV

CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS (1)

LAST PRODUCT CARRIED (2)	PRODUCT TO BE LOADED						
	JP-4 JET B MOGAS GASOHOL E85 AVGAS	JP-5 JP-8 JET A/A1 DF-W KSI/R, KSN	F76, MGO LS-1/2/S/W DS-1/2/S/W HS-1/2, FS-1/2 BIODIESEL	FS-4/5/6 FL-4/5 RF-4/5/6 R5L IFO	LUBRICATING OILS	JPTS	FSII
JP-4, JET-B MOGAS GASOHOL E85, AVGAS	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-5, JP-8, JET A/A1 DF-W, KSI/R, KSN	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY
F-76, MGO LS-1/2/S/W DS-1/2/S/W HS-1/2, FS-1/2 BIODIESEL	STEAM DRY	DRAIN EMPTY (3)	DRAIN EMPTY (3)	DRAIN EMPTY (3)	STEAM DRY (3)	STEAM DRY	STEAM DRY (3)
FS-4/5/6, FL-4/5 RF-4/5/6, R5L IFO	NO LOAD	NO LOAD	NO LOAD	DRAIN EMPTY (3)	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	STEAM DRY	DRAIN EMPTY	DRAIN EMPTY (3)	NO LOAD	NO LOAD
JPTS, RP-1, RP-2	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY	STEAM DRY
JP-10	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY	DRAIN EMPTY

**NOTES FOR TABLE IV:**

(1) WHEN REQUIRED, "DRAIN EMPTY" INCLUDES THE PUMP(S), FILTER(S), METER(S), AND HOSE(S), AS APPLICABLE.

(2) IF A PRODUCT IS NOT LISTED IN THIS COLUMN, PERMISSION TO LOAD AND CONVEYANCE PREPARATIONS REQUIRE A WAIVER FROM THE DESC CONTRACTING OFFICER.

(3) APPLICABLE ONLY WHEN LOADING THE SAME SPECIFICATION LUBRICATING OILS; OTHERWISE, STEAM AND DRY.

(4) IF PREVIOUS CARGO CONTAINED DYE MARKER AND PRODUCT TO BE LOADED DOES NOT CONTAIN DYE, ALL TRACES OF COLOR MUST BE REMOVED.

(DESC 52.246-9F75)

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

**E5 CONT'D**

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

**E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)**

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

**E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC APR 2006)**

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

**(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES****(CONUS):**

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

**EXCEPTIONS:**

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

**(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES****(OCONUS) (INCLUDING ALASKA AND HAWAII):**

Afghanistan	400	Djibouti	400	Laos	350 <sup>1</sup>	Saudi Arabia	400
Africa	200 <sup>2</sup>	Egypt	400	Lebanon	400	Seychelles Is.	400
Alaska	320	Eritrea	400	Madagascar	200	Singapore	350 <sup>1</sup>
Antarctica	310	Ethiopia	400	Malaysia	350 <sup>1</sup>	Somalia	400
Armenia	200	Europe (Continental)	200	Maldives	350 <sup>1</sup>	South America	111
Ascension Island	111	Georgia	200	Malta	200	South Korea	330
Australia	350 <sup>1</sup>	Greenland	200	Mauritius	200	Sri Lanka	350 <sup>1</sup>
Azerbaijan	200	Hawaiian Islands	310	Mexico	111	Sudan	400
Azores	200	Hong Kong	330	Midway Island	310	Syria	400
Bahrain	400	Iceland	200	Mongolia	330	Taiwan	350 <sup>1</sup>
Bangladesh	350 <sup>1</sup>	India	350 <sup>1</sup>	Myanmar	350 <sup>1</sup>	Tajikistan	400
Bermuda	111	Indonesia	350 <sup>1</sup>	Nepal	350 <sup>1</sup>	Thailand	350 <sup>1</sup>
Bhutan	350 <sup>1</sup>	Ireland	200	New Zealand	350 <sup>1</sup>	Turkey	200
Brunei	350 <sup>1</sup>	Iran	400	North Korea	330	Turkmenistan	400
Cambodia	350 <sup>1</sup>	Iraq	400	Oman	400	United Arab Emirates	400
Canada	110	Israel	200	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Japan	340	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Johnston Atoll	310	Papua New Guinea	350 <sup>1</sup>	Vietnam	350 <sup>1</sup>
Central America	111	Jordan	400	Philippines	350 <sup>1</sup>	Wake Island	310
Chagos Archipelago	300	Kazakhstan	400	Qatar	400	Yemen	400
China	330	Kenya	400	Ryukus Islands, Japan	340		
Comoros	200	Kuwait	400	Russia	200		
Cyprus	200	Kyrgyzstan	400				

## E22 CONT'D

<sup>[1]</sup> A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

<sup>[2]</sup> Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

## (c) INSPECTION OFFICES AND CODES.

110. DESC Americas East <sup>3</sup>  
 Federal Building, Room 1005  
 2320 LaBranch Street  
 Houston, TX 77004-1091  
 Phone: (713) 718-3883  
 FAX: (713) 718-3891
111. DESC Americas East (Homestead)  
 360 Coral Sea Blvd.  
 Homestead AFB, FL 33039-1299  
 Phone: (305) 258-7454/55/56  
 FAX: (305) 258-7761
120. DESC Americas West <sup>3</sup>  
 3171 N Gaffey Street  
 San Pedro, CA 90731-1099  
 Phone: (310) 241-2800  
 FAX: (310) 241-2836
200. DESC Europe <sup>3</sup>  
 ATTN: Quality Manager  
 CMR 443, Box 5000  
 APO AE 09096-5000  
 [Location: Wiesbaden, Germany]  
 Phone: 49-611-380-7541/7155 <sup>4</sup>  
 FAX: 49-611-380-7030 <sup>4</sup>
300. DESC Pacific <sup>3,5</sup>  
 ATTN: Quality Manager  
 1025 Quincy Avenue, Building 479, Suite 2000  
 Pearl Harbor, HI 96860-4512  
 Phone: (808) 473-4307  
 FAX: (808) 473-4232
310. DESC Middle Pacific  
 1025 Quincy Avenue, Building 479, Suite 2000  
 Pearl Harbor, HI 96860-4512  
 Phone: (808) 473-4287  
 FAX: (808) 473-4232
320. DESC Alaska  
 10480 22nd Street  
 Elmendorf AFB, AK 99506-2500  
 Phone: (907) 552-3949  
 FAX: (907) 753-0517

## E22 CONT'D

330. DESC Korea  
 Mailing Address:  
 Defense Energy Support Center Korea  
 Unit #15015, Building S-348  
 APO AP 96218-0171
- Shipping Address:  
 Defense Energy Support Center Korea  
 Unit #15015, Building S-348  
 Camp Walker, Taegu, South Korea  
 96218-0171  
 Phone: 82-505-764-5842<sup>4</sup>  
 FAX: 82-505-764-5844<sup>4</sup>
340. DESC Japan  
 Yokota Building 714, Room 211/B-18  
 Unit 5266  
 APO AP 96328-5266  
 [Location: Yokota AB, Japan]  
 Phone: 82-505-764-5842<sup>4</sup>  
 FAX: 82-505-764-5844<sup>4</sup>
350. DESC Singapore  
 Mailing Address:  
 Defense Energy Support Center Singapore  
 c/o NRCC Singapore  
 PSC 470, Box 2100  
 FPO AP 96534-2100  
 Phone: 65-6750-2070/2013<sup>4</sup>  
 FAX: 65-6750-2080/2635<sup>4</sup>
- Shipping Address:  
 Defense Energy Support Center Singapore  
 NRCC Singapore PSA Sembawang Terminal  
 Deptford Road Building 7-4  
 Singapore 759657
400. DESC Middle East<sup>3</sup>  
 ATTN: Quality Manager  
 PSC 451, Box DESC-ME  
 FPO AP 09834-2800  
 [Location: Juffair, Bahrain]  
 Phone: 973-17-85-4658<sup>4</sup>  
 FAX: 973-17-85-4670<sup>4</sup>

<sup>[3]</sup> Designated location of the DESC Regional Quality Manager/Pre-Award Survey Monitor.

<sup>[4]</sup> Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

<sup>[5]</sup> The DESC Regional Quality Manager/Pre-Award Survey Monitor for inspection offices 300, 310, 320, 330, 340, and 350.

(DESC 52.246-9F40)

**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)**

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (703) 767-8420; (DSN) 427-8420.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

**E40.06 COMMERCIAL BILLS OF LADING (BULK) (DESC SEP 2003)**

(a) Commercial bills of lading should not be used in the performance of this contract. The official record for the cargo lifts under DESC bulk fuels contracts is the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report.

(b) If a fuel Contractor requires the use of a commercial bill of lading for record purposes, the bill of lading must clearly state, on the original and all copies, the following:

**“NONNEGOTIABLE INSTRUMENT – DD FORM 250-1 IS THE OFFICIAL DOCUMENT FOR THIS GOVERNMENT CARGO.”**

(DESC 52.246-9FG5)

**E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (BULK) (DESC SEP 2003)**

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

(b) Laboratory reports shall be in the Standard Report Format given in Attachment 1 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.

(1) Reports sent by mail shall be forwarded to--

ATTN DESC-BP (LR) ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(2) Reports sent by email shall be forwarded to [Daniel.Baniszewski@dla.mil](mailto:Daniel.Baniszewski@dla.mil).

(3) The number to use for reports sent by facsimile is (703) 767-8747.

(f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS form** (Attachment 2).  
(DESC 52.246-9FG2)

SECTION F**F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC JUN 2002)**

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

## F1 CONT'D

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.

(6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility--

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9FA1)

#### F1.09 DETERMINATION OF QUANTITY (DESC OCT 2008)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **F.O.B. ORIGIN.** All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(i) **DELIVERIES INTO TANKER OR BARGE.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the quantity shall be determined (at the Contractor's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping/shore tank measurement.

(ii) **DELIVERIES INTO PIPELINE.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a pipeline, the quantity shall be determined (at the Contractor's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements.

(iii) **DELIVERIES INTO RAIL TANK CAR.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into rail tank car, the quantity shall be determined (at the Contractor's option) on the basis of--

- (A) Calibrated loading rack meter;
- (B) Weight, using calibrated scales; or
- (C) Certified capacity table for the rail tank car.

(iv) **DELIVERIES INTO TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tank truck, truck and trailer or tank wagon, the quantity shall be determined (at the Contractor's option) on the basis of--

- (A) Calibrated loading rack meter;
- (B) Weight, using calibrated scales; or
- (C) Certified capacity table for the conveyance or container.

**F1.09 CONT'D**

(v) **DELIVERIES INTO INTERMODAL CONTAINER.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into an intermodal container, the quantity shall be determined (at the Contractor's option) on the basis of--

(A) Calibrated loading rack meter, loading either through top or bottom tank outlets (top loading requires loading gantry or "fall arrest" system);

(B) Certified capacity table for the container; or

(C) Weight, using calibrated scales.

(2) **F.O.B. DESTINATION.**

(i) **DELIVERIES BY TANKER OR BARGE.**

(A) On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined (at the Government's option) on the basis of--

(1) Calibrated meters on the receiving tank system; or

(2) Receiving tank measurements.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(ii) **DELIVERIES BY PIPELINE.**

(A) On items requiring delivery by pipeline on an f.o.b. pipeline junction or f.o.b. destination basis, the invoice quantity shall be determined (at the Government's option) on the basis of--

(1) Calibrated meters on the pipeline junction or the receiving tank system; or

(2) Receiving tank measurements.

(B) F.o.b. pipeline junction is defined as the junction between a Contractor-owned or controlled pipeline and a Government-owned or controlled pipeline.

(C) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(iii) **DELIVERIES BY RAIL TANK CAR.**

(A) On items requiring delivery on an f.o.b. destination basis by rail tank car, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

(1) Calibrated meter on the receiving tank system;

(2) Weight, using calibrated scales at the receiving location;

(3) Certified capacity table for the rail tank car; or

(4) Receiving tank measurements.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(iv) **DELIVERIES BY TANK TRUCK, TRUCK AND TRAILER, TANK WAGON, OR INTERMODAL**

**CONTAINER.**

(A) On items requiring delivery on an f.o.b. destination basis by tank truck, truck and trailer, tank wagon, or intermodal container, the quantity shall be determined in the following order of preference:

(1) Calibrated temperature compensating meters on the receiving system (as identified in the Schedule).

(2) Calibrated temperature compensating meter on the delivery conveyance (as identified in the Schedule).

(3) Weight, using calibrated scales at the receiving location (as identified in the Schedule).

(4) Calibrated meters on the receiving system, requiring manual volume correction (as specified in the Schedule).

(5) Loading ticket mechanically imprinted with the volume corrected (net) quantity. The ticket must be generated at the time of loading and be based on a calibrated loading rack meter or calibrated scales.

(6) Calibrated meter on the delivery conveyance, requiring manual volume correction.

(7) Loading ticket, not volume corrected (requiring manual volume correction).

(B) Invoice quantities for all residual fuels and lubricating oils and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels and lubricating oils which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(b) **WATER BOTTOMS.**

(1) Every delivery must be free of all water bottoms prior to discharge; and

(2) The Contractor is responsible for their removal and disposal.

(c) **MEASUREMENT RESTRICTIONS.** All methods of measurement described in this clause are subject to government safety and environmental restrictions, foreign and domestic. Such restrictions may prohibit, or render ineffective, a particular method in some cases.

## F1.09 CONT'D

(d) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor to the aforementioned measurement and calibration standards. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine for the 2004 version of the standard will be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A; Volume VII, Tables 53A and 54A; or Volume IV, Tables 23A and 24A.

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D; Volume XIV, Tables 53D and 54D; or Tables 23D and 24D (2004 version).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B; Volume VIII, Tables 53B and 54B; or Volume V, Tables 23B and 24B.

(iv) For chemicals/additives, use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Celsius to barrels at 60 degrees Fahrenheit. Convert liters at 15 degrees Celsius to cubic meters at 15 degrees Celsius by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) As an option to (d)(1)(v), liters may be converted to gallons using Table F1.09A (see below). If this option is used, it must be agreed upon by both parties and shall remain in effect for the duration of the contract. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(vii) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 12 months, whichever is more frequent. A meter calibration log/calibration certificates shall be maintained which, as a minimum, contains--

- (i) Number/name of each meter;
- (ii) Calibration frequency;
- (iii) Date of the last calibration;
- (iv) Due date for next calibration;
- (v) Name and signature of the person performing the calibration;
- (vi) Traceability to master meter/prover used for calibration; and
- (vii) Calibration report number.

Each meter shall be marked with the date of the last calibration and due date for the next calibration. All calibration meter records and logs/certificates shall be kept on file and made available upon request. All calibration records (including logs or certificates) shall be retained on file for a period of three years.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

<b>TABLE F1.09A CONVERSION FACTOR TABLE</b>		
<b>Density @ 15°C</b>	<b>Gallons @ 60°F to Liters @ 15°C, Multiply by</b>	<b>Liters @ 15°C to Gallons @ 60°F, Multiply by</b>
0.723 – 0.768	3.78286	0.26435
0.769 – 0.779	3.78309	0.26433
0.780 – 0.798	3.78334	0.26432
0.799 – 0.859	3.78356	0.26430
0.860 – 0.964	3.78381	0.26428
0.965 – 1.074	3.78405	0.26427

**F1.09 CONT'D**

(c) **RIGHT TO REPRESENTATIVE.** For f.o.b. origin deliveries, the Government has the right to have a representative present to witness the measurement of quantity. For f.o.b. destination deliveries, the Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(DESC 52.211-9F95)

**F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)**

(a) This clause applies to all modes of delivery, whether origin or destination.

(b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:

**For AEM**

(1) Ordering Period Begins: Date of Award and Ends: June 30, 2010.

(2) Delivery Period Begins: July 01, 2009 and Ends: June 30, 2010, plus the 30-day carry-over period.

**For NEG**

(3) Ordering Period Begins: Date of Award and Ends: August 31, 2009.

(4) Delivery Period Begins: July 01, 2009 and Ends: August 31, 2009, plus the 30-day carry-over period.

(c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).

(d) Notwithstanding the foregoing delivery period(s), if an order is placed prior to the end of the ordering period that requires delivery within 30 days following the end of the ordering period, the Contractor shall deliver the ordered volume.

(e) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata for tanker lifting is less than the Contractor's maximum parcel size, the Government reserves the right to order volumes equal to the maximum parcel size per delivery.

(f) Unless otherwise specifically stated in this contract, and notwithstanding (e) above, where the total estimated quantity for any individual product or grade of product awarded under this contract is equal to or less than 30,000 barrels, the Government may order, and the Contractor shall deliver, if ordered, the entire quantity in one delivery.

(g) Nothing included in this clause shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause.

(DESC 52.242-9F70)

**F15 BARGE AND/OR T1 CLASS TANKER DEMURRAGE AND LOADING CONDITIONS (DESC MAR 1994)**

On items calling for delivery f.o.b. barge and/or T1 Class tanker at origin--

**(a) DELIVERY DATES.**

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. barge and/or T1 Class tanker at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, which date is hereafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, and the cargo number, and, if then available, the name of the barge and/or T1 Class tanker (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and, unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objection, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previously scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

## F15 CONT'D

(b) **EXPECTED TIME OF ARRIVAL.**

(1) **FOR WESTPAC/EUR/MED SHUTTLE OPERATIONS.** The vessel designated to lift the cargo will notify the Contractor (at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number) of its name and the expected hour of arrival of the barge at least 72 hours before the expected time of arrival and update this notification at 48 and 24 hour intervals before expected arrival.

(2) **FOR ALL OTHER VESSELS.** The vessel designated to lift the cargo will notify the Contractor at the telex number provided by the Contractor or cause it to be notified when the Contractor does not provide a telex number of the name and the expected hour of arrival of the vessel at least 24 hours before the expected time of arrival.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 3:00 a.m. local time on the last agreed schedule delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon on the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to have the vessel loaded as soon as is reasonably possible under the circumstances prevailing at the time.

(3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the vessel is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) **ALLOWED LAYTIME.**

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 1 hour for each 2,000 barrels loaded.

(2) **INCREASES TO BASIC LAYTIME.**

(i) If, after laytime commences, the condition of the vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay that occurred after laytime commenced.

(iii) If regulations of the owner, operator of the vessel, Customs Officials, or Port Authority prohibit loading at any time after laytime commenced, time so lost shall be added to the basic allowed laytime.

(iv) If for any reason the Contractor is delayed in loading the barge or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

(v) If the vessel requests cargo tanks be cushioned or topped off during the loading process and the quantity of product cushioned or topped including the time spent cushioning/topping tanks is noted on the DD Form 250-1, Loading/Inspection Report, the basic allowed laytime shall be increased by the difference between the actual time taken to cushion/top tanks and the amount of time required to pump the same quantity of cushioned/topped product at the Contractor's actual loading rate exclusive of cushioning/topping time and cushioning/topping quantity.

(vi) Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increases made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one half of the delay.

(e) For all hours of laytime that elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **TIME CHARTER VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) The demurrage rate set forth in the Carrier's Tender of Freight Services and Demurrage Invoice to the Government.

(3) **CONTRACT VESSELS.** At the hourly rate specified in the contract.

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arm shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connection. (DESC 52.247-9FB5)

**F16.01 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DESC APR 1993)**

On items calling for delivery f.o.b. destination by means of barge--

(a) The term **barge**, as used herein, shall include lake tankers and coastal tankers, e.g., T-1 tankers.

(b) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(c) Within 3 hours after issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive a barge's NOR to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(d) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time NOR to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(1) At the expiration of the notice period prescribed by (c) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(2) Immediately upon the barge's arrival in berth (i.e., all fast), with or without NOR, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (1) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (2) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(f) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, NOR to unload will be again required as provided in (c) above.

(g) Hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(h) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(DESC 52.247-9FD1)

**F18 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee.

**F18 CONT'D**

If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

**F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 2005)**

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

- (1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).
- (2) **TANK CARS.** Report to the QR.
- (3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's

general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

- (1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.
- (2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a facsimile or electronic mail notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DESC 52.247-9FG5)

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)**

On items calling for delivery f.o.b. tanker/ocean-going barge at origin--

(a) **DELIVERY DATES.**

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.

## F52 CONT'D

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objections, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previous scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) **EXPECTED TIME OF ARRIVAL.** The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

(c) **LAYTIME.** The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of 36 feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received or immediately when the vessel moors alongside with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon of the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.

(3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.

(4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) **ALLOWED LAYTIME.**

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 36 hours of basic allowed laytime for loading a full vessel cargo. The 36 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 36 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

(2) **INCREASES TO BASIC ALLOWED LAYTIME.**

(i) If after laytime commences, the condition of vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay which occurred after laytime commenced.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

(iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to the basic allowed laytime.

(v) If for any reason the Contractor is delayed in loading the vessel or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

**F52 CONT'D**

(vi) The Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until the vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increase made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one-half of the delay.

(e) For all hours of laytime which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connections.

(h) The temperature of any fuel oil loaded shall be at least 10<sup>0</sup>F below the flash point of the oil and in no case higher than 150<sup>0</sup>F if the cargo tanks are uncoated, or 135<sup>0</sup>F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70<sup>0</sup>F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10<sup>0</sup>F below the flash point of the product.

(DESC 52.247-9FC1)

**F52.01 TANKER STANDARDS AND REQUIREMENTS (DESC SEP 1995)**

(a) All Government-furnished tankers used in the course of this contract will comply with the following:

(1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).

(2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.

(3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.

(4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).

(5) All tankers will be equipped with tank level measuring devices in each cargo tank.

(6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.

(7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.

(b) The Contractor may, at its own expense and in a manner so as not to delay a scheduled delivery, inspect tankers for compliance with these requirements. In the event the Contractor believes a tanker does not meet a requirement contained herein, the Contractor shall notify DESC in writing with a copy to the tanker captain of the specific details of the alleged deficiency as soon as possible. The Contracting Officer will make a determination as to compliance with these requirements. This determination will be binding on the parties.

(DESC 52.247-9FC5)

**F54 TANKER UNLOADING CONDITIONS (DESC AUG 2007)**

On items calling for delivery f.o.b. destination by means of tanker--

(a) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items for delivery f.o.b. destination tanker would be furnished the Contractor at least 30 days in advance of the delivery schedule. The delivery schedule will be a three day window hereafter referred to as the lay window. Each order will specify a cargo number commencing with DC, the quantity to be delivered and the lay window. The lay window may be changed by the Contractor at any time if the Ordering Officer approves.

## F54 CONT'D

(b) The Contractor will provide the following information with the vessel nomination prior to the Government accepting the vessel for use:

(1) The requirements of the Cargo Preference Act are applicable. If a U.S.-flag vessel is not available, the Contractor must request a waiver. The request must contain statements from at least two U.S.-flag carriers contacted (with names and telephone numbers). Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose;

(2) Questionnaire 88 with full vessel particulars; and

(3) Vessel's prior two cargoes carried.

The Contractor will notify, or cause to be notified, the ordering activity of the vessel's status from time of nomination through completion of discharge operations.

Direct pre-arrival notifications to the receiving terminal shall be made in accordance with port state and regulatory requirements and at least 72 hours before the time of arrival.

(c) Within six hours after receipt of notice of readiness (NOR) from the Captain or Master of the vessel, the Government will provide, free of cost, a reachable berth at the unloading port for the unloading of the supplies ordered where the tanker can be safely afloat at all times.

(d) If the vessel tenders NOR, within the agreed lay window, laytime will commence for the Government NOR plus six hours or when the vessel moors alongside, whichever first occurs. Should a vessel tender NOR outside the agreed upon lay window, the vessel will wait in queue for its proper turn. The Government will make best efforts to minimize time waiting.

(e) The Government will be allowed a minimum of 1 hour of laytime for every 6,000 barrels of cargo for vessels of 30,000 dead weight tons or larger, plus an additional 4 hours for administrative and shore operational needs. Allowable laytime for the Government shall be increased for any delays caused by the vessel of the Contractor. Time waiting for cargo results, Port Authority delays, customs clearances, or any conditions beyond the Government's control shall not be counted.

(f) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (e) above, demurrage will be paid by the Government at the demurrage rate in the charter. The Contractor must provide proof of demurrage with the claim. The demurrage payable by the Government shall in no extent exceed the actual demurrage expense incurred by the Contractor.

(g) Hoses for unloading a tanker will be furnished, connected, and disconnected by the Government.

(h) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the tanker's permanent hose connections.

(i) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships.

(DESC 52.247-9FD5)

#### F85 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (DEC 2006)

(a) **DEFINITION.** United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) **REPORTING REQUIREMENT.** Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Government's fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that--

(1) Will be or has been performed outside the United States;

(2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(3) Has not been identified in a report for a previous quarter.

(c) **EXCEPTION.** Reporting under this clause is not required if--

(1) A foreign place of performance is the principal place of performance of the contract; and

(2) The Contractor specified the foreign place of performance in its offer.

(d) **SUBMISSION OF REPORTS.** The Contractor shall submit the reports required by this clause to--

DEPUTY DIRECTOR OF DEFENSE PROCUREMENT AND ACQUISITION POLICY

(PROGRAM ACQUISITION AND INTERNATIONAL CONTRACTING),

OUSD(AT&L)DPAP(PAIC)

WASHINGTON, DC 20301-3060

(e) **REPORT FORMAT.** The Contractor--

(1) Shall submit reports using--

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

## F85 CONT'D

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at

<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) **SUBCONTRACTS.** The Contractor--

- (1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$550,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;
- (2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and
- (3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(DFARS 252.225-7006)

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

**F105.01 DEADFREIGHT (DESC JUN 1990)**

(a) Any decrease in quantity not permissible under the VARIATION IN QUANTITY clause shall result in deadfreight, chargeable to the Contractor and calculated as follows:

Total days of the cargo  
TIMES  
Vessel daily cost  
DIVIDED BY  
Vessel capacity stated in barrels  
TIMES  
Total barrels scheduled to load MINUS Total barrels loaded  
EQUALS  
Deadfreight cost

(b) Explanation of terms used in (a) above follows:

(1) "Total days of the cargo," as used in this clause, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.

(2) "Vessel daily cost," as used in this clause, shall be determined as follows:

(i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.

(ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.

(3) "Total barrels scheduled to load," as used in this clause, is the total quantity (all products) reflected on the latest DD Form 1155.

(4) "Total barrels loaded," as used in this clause, is the total quantity (all products) shown as loaded on the DD Form 250-1.

(DESC 52.211-9FH1)

**F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DESC DEC 1991)**

(a) In response to this solicitation, offerors may offer nonaviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail, including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.

(b) The Contractor is responsible for product quality on board the vessel.

(1) During an ILB operation, changes in the blend ratio may occur during vessel loadings. In order to assure the entire cargo is uniformly blended, sampling and testing on board the vessel are required. Although Section 4 of the Product Specification, Quality Assurance Provisions, defines a Bulk Lot as an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container, sampling and full specification testing of each vessel tank system is acceptable.

(2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES clause. All tests must be on-specification as evidence that the Contractor has met the contract product quality requirements.

(i) An appearance, gravity, and flash point (if product specification has a flash point requirement) on an all-level sample from each tank used in the loading. A half (0.5) liter sample from each tank will be retained for 45 days.

(ii) A full specification test series on a multiple tank composite sample representing each vessel tank system used in the loading. If more than four systems are used, only four multiple tank composite samples need to be tested. In this case, the Contractor will ensure that multiple tank composite samples are representative of all product loaded, and the Contractor will determine which vessel tanks will be included in each multiple tank composite sample. A 20-liter multiple tank composite sample for each vessel tank system will be retained for 45 days.

(iii) All time and costs associated with sampling and testing the finished product aboard the vessel will be borne by the Contractor.

(iv) If the product does not conform to specification aboard the vessel, the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor, and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(c) The Contractor is responsible for product quality at the custody transfer point.

(1) Subdivisions (b)(2)(i) and (ii) above, sampling and testing, must still be performed.

(2) The Contractor must also obtain samples at the custody transfer point that are representative of the product in the various vessel tanks. Samples must be taken in accordance with ASTM D 4177. As a minimum, an 8-liter composite sample, representative of each quarter cargo, will be taken. One 4-liter sample from each of these composites will be retained for a period of 45 days.

(3) If all vessel tests required by subdivisions (b)(2)(i) and (ii) above conform to specification, it will be concluded the Contractor met the contract quality requirements and no additional testing of custody transfer samples will be required.

(4) If any vessel tests in subdivisions (b)(2)(i) and (ii) above are off-specification, the Contractor must perform a full specification test series on the applicable custody transfer composite sample(s) that represents the on board off-specification product. If the custody transfer point sample(s) conforms to specification, it will be concluded the Contractor met the contract quality requirements. If the custody transfer point sample(s) does not conform to specification, it will be concluded the Contractor did not meet the contract quality requirements and the Government has the option to require the Contractor to pump the cargo back to the Contractor's facility. In this circumstance, title for the nonconforming product will revert to the Contractor and the Contractor will have no right to payment for such product. All delays and costs associated with the nonconforming product, including demurrage and any vessel cleaning determined necessary by the Government, will be borne by the Contractor.

(d) The Contractor may inspect tankers and barges for suitability to load the intended cargo. If the Contractor chooses the paragraph (b) option to guarantee product quality on board the vessel and the Contractor and the U.S. Quality Representative (QR) disagree as to the suitability to load Government-furnished vessels, the determination of the Contractor will govern. If the Contractor chooses the paragraph (c) option to guarantee product quality at the custody transfer point and the Contractor and QR disagree as to the suitability to load Government-furnished vessels, the determination of the QR will govern.

(e) The Contractor must state in its offer whether it will meet either the paragraph (b) or (c) requirements.

(DESC 52.247-9F70)

SECTION G**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. (DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

**G6 INVOICE DISCREPANCIES (BULK) (DESC SEP 2002)**

(a) In the event of a discrepancy between the invoiced quantity of fuel and the quantity of fuel received, as shown on the "Original Receiving Report for Payment of Invoice" form, as described in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS (BULK) clause, the Contractor shall be paid for actual quantities of fuel received, based on the "Original Receiving Report for Payment of Invoice" form, at the applicable price in effect in accordance with the terms of the contract.

(b) In the event of a discrepancy between the unit price on the invoice and the unit price as calculated under the contract, the Contractor shall be paid the applicable price in effect in accordance with the terms of the contract.

(DESC 52.211-9FH3)

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

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

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

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

(DESC 52.211-9FH7)

**G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DESC NOV 2008)****(a) CERTIFICATION OF RECEIPT.****(1) F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the Source Identification Ordering Authorization (SIOATH), will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) DD Form 250, Material Inspection and Receiving Report;

(B) DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial Items.

**(2) F.O.B. ORIGIN DELIVERIES.**

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future facsimile messages will not be acceptable until remedial action is taken by the Contractor.

## G150.05 CONT'D

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

- (A) DD Form 250, Material Inspection and Receiving Report; or
- (B) DD Form 250-1, Tanker/Barge Material and Inspection Report.

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD Form 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER  
 STOCK FUND DIRECTORATE  
 FUELS ACCOUNTING AND PAYMENT DIVISION  
 ATTN BULK VENDOR PAY  
 PO BOX 182317  
 COLUMBUS OH 43218-6250

(c) **SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the facsimile method.

(2) Contractors shall include their own facsimile number on each document transmitted.

(3) The facsimile number for invoices sent to DFAS via Electronic Document Management is (866) 313-2340 or (614) 693-

2630.

(4) If the facsimile is received before 5 p.m. Eastern Standard Time/Eastern Daylight Savings Time (EST/EDST), the receipt date of record is the date the item was received. If the facsimile is received after 5 p.m. EST/EDST, the receipt date is the next business day.

(5) **Contractors that elect to transmit invoices by facsimile are responsible for validating receipt of the faxed invoice.**

Verification can be made by calling DFAS Customer Service at (800) 756-4571 or (614) 693-8507 (Options 2 and 2) between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. Foreign vendors may use the **DFAS e-mail account [CCO-FUELS-FOREIGN@DFAS.MIL](mailto:CCO-FUELS-FOREIGN@DFAS.MIL)** to verify receipt of invoices. The e-mail to DFAS should include, at a minimum, the following information: company name, contract number, invoice number, date of submission of invoice, and dollar value. DFAS will not be held accountable for transmissions not received.

(6) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS specifically requests it.

(d) **SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC funds, as cited on the DD Form 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) **SUBMISSION OF INVOICES BY COURIER.**

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER  
 FUELS ACCOUNTING AND PAYMENTS  
 ATTN BULK VENDOR PAY  
 3990 EAST BROAD STREET, BLDG 21  
 COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

G150.05 CONT'D

(f) **NOTES.**

- (1) Invoices will reflect quantities in **whole** numbers.
- (2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
- (3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

SECTION H**H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC OCT 2007)**

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

(b) The Contractor agrees to process all transactions or submit necessary documentation for the shipping data specified in (c) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car within one business day from the closing of each transaction/business event. The Contractor further agrees to input/process the required data into the automated inventory and accounting system(s) designated or provided by the Government, or provide the supporting documentation to the appropriate DESC region. Data specified shall be submitted to one of the following DESC offices which are listed in the LIST OF INSPECTION OFFICES FOR DESC CONTRACTS clause.

DESC Americas – East  
 DESC Americas – West  
 DESC Europe  
 DESC Pacific  
 DESC Middle East

Any questions regarding the submission of data under a particular contract should be directed to the responsible DESC Contracting Officer.

(c) In order of preference, shipment data may be submitted via direct input into the inventory accounting system or facsimile (FAX).

(1) If the direct input into the inventory accounting system is used, transactions must be processed in one business day from the completion of the business event.

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

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

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

(DESC 52.242-9FQ1)

SECTION I

**THIS CLAUSE DOES NOT APPLY TO FOREIGN VENDORS PERFORMING OUTSIDE THE UNITED STATES.**

**II.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (APR 2008/SEP 2007)**

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

**Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

**Commercial and Government Entity (CAGE) code** means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “**NCAGE code.**”

**Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

**Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

**Registered in the CCR database** means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor’s CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) within the Internal Revenue Service, and has marked the records “**Active.**” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or, if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

**11.07 CONT'D**

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification and sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR records to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

**12.05 CHANGES - FIXED-PRICE (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

**111.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

**I12.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

**I27 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause--

**Contract date** means the date set for bid opening or, if this is a negotiated contact or a modification, the effective date of this contact or modification.

**Country concerned** means any country, other than the United States and its outlying areas, in which expenditures under this contact are made.

**Tax and taxes** include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

**All applicable taxes and duties** means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**Excepted tax** means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

**I28.21 CONT'D**

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

**I28.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DESC DEC 1980)**

This clause is applicable to overseas f.o.b. origin contracts and to domestic f.o.b. origin contracts where product may be imported into the U.S.

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(DESC 52.229-9F35)

**I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**I81 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the expiration of the ordering period.

(FAR 52.216-22)

**I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC SEP 2006)**

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 75 percent of the total original estimated contract volume. The Government may satisfy this obligation by purchasing against any or all of the contract line items.

(b) Except as authorized by paragraphs (c) through (g) below, the maximum quantity the Government is allowed to purchase and the Contractor is authorized to furnish will not exceed the total quantity of each grade of fuel specified in Schedule B of the contract.

(c) If, under a single solicitation, contract line items are not all awarded at the same time, then, for purposes of this clause, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

(d) During the period of this contract it may occur that, for administrative convenience, the Government will add to this contract by contract modification additional contract line items being awarded to the Contractor pursuant to a different solicitation. If this occurs, then the Government's original purchase obligation under this contract shall remain unchanged and will in no way extend to the new contract line items. Instead, the Government agrees to an additional purchase obligation, namely, to purchase in accordance with the terms of the contract, during the remaining period of the contract, at least a quantity (or quantities) of any or all of the new line items that, under the contract terms, will be the minimum stated in the solicitation incorporated into the contract modification.

(e) Notwithstanding the provisions of the INDEFINITE QUANTITY clause--

(1) On the final order placed for each product from each refinery source calling for delivery into or by means of tanker or barge, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish the ordered quantity, which may be over what the Government would otherwise be entitled to order and is considered sufficient to fill out the vessel. On the final order placed by means of pipeline, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish quantity sufficient to fulfill the maximum parcel size set by the applicable carrier or International agreement. However, in no event shall this additional quantity for tanker, barge or pipeline exceed their respective monthly quantities as defined in the contract unless agreed upon by the Contractor.

(2) The Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period, if requested by the Government.

(f) If this contract provides for delivery of the same grade of fuel at more than one location, the Ordering Officer may order and the Contractor may, at its option, furnish more than the quantity specified for any one location; PROVIDED, however, that in no event shall an Ordering Officer be entitled to order, nor shall the Contractor be required or permitted to deliver, if ordered, a quantity of any one grade of fuel that, in the aggregate, would be in excess of the total quantity of such grade of fuel specified in this contract. Nothing contained in this paragraph (f) shall prohibit the overage permitted pursuant to (e) above.

(g) The scope of this contract does not include--

(2) Alteration to the specification that would require significant reconfiguration of refinery design, or significant modification of current and planned refinery operations;

(2) Alteration in method of shipment that would result in significant disruption of current and planned refinery operations; and

(3) Alteration of the place of delivery, under f.o.b. origin contracts, that would require delivery from a refinery other than the one(s) specified in the Contractor's offer.

(DESC 52.216-9FH5)

**I190 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC or if OFAC's implementing regulations at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(FAR 52.225-13)

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (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 (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

**I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (BULK) (DESC MAR 1996)**

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, that renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable Commercial and Government Entity (CAGE) code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

(DESC 52.223-9F05)

**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the period specifically authorized in the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

**I211.02 ORDERING (CONT'D) (DESC JAN 1991)**

(d) For product funded and paid for by the Defense Logistics Agency, the Contractor will be furnished with a document entitled "Source Identification and Ordering Authorization." This document is for planning purposes only and does not constitute an order under the contract. This document will also indicate the activity(ies) authorized to place orders under this contract. This document does not in any manner modify or limit Contractor's obligation to deliver pursuant to properly placed orders as provided in the contract.

(DESC 52.216-9FC5)

**I410 LEVIES ON CONTRACT PAYMENTS (DEC 2006)**

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contracting, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment and the Procuring Contracting Officer shall provide a written notification to the Contractor including—

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2) (i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(DFARS 252.232-7010)

SECTION L**L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

**L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

**L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (703) 767-0488.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror;

and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

**L2.11-4 E-MAIL PROPOSALS (DESC APR 2005)**

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: [BulkFuelsBidCustodian@dla.mil](mailto:BulkFuelsBidCustodian@dla.mil).

(2) The Defense Energy Support Center accepts attachments in—

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.

(d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.

(f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

(DESC 52.215-9FA8)

**L5.01-1 AGENCY PROTESTS (APR 2006) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accountability Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a indefinite quantity, fixed price with economic price adjustment contract resulting from this solicitation.

(FAR 52.216-1)

**L115 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(FAR 52.247-45)

**SECTION M****M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DESC JAN 1976)**

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.  
(DESC 52.247-9F55)

**M10 EVALUATION - ALL OR NONE (DESC MAR 2000)**

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

(DESC 52.209-9F40)

**M24.03 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (DESC JAN 2003)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size foreign flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on either market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation rate will be expressed as a daily rate for foreign flag time charter costs. DESC will use the evaluation rate along with round trip mileage over the tank routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) DESC will not evaluate offers for JP5, JP8, or F76 on the basis of a two-product load.

(c) **For JP5/JP8/F76.** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) 235,000 barrels of product will be considered sufficient to fully utilize vessels 30,000 DWT and over. In the initial evaluation, every offer will be evaluated with this full tanker rate.

(2) All offers that evaluate as the lowest laid down cost in the initial evaluation are verified that a full tanker parcel size as stated in (c)(1) above has been offered. In the event an offeror limits its offer to individual tanker liftings of less than 235,000 barrels, the offer will be evaluated on the basis of (i) a single-port load plus shifting charges if it is determined that the same product will be available in the same port area, (ii) the least expensive two-port loading rate if it is determined that the same product will not be available in the same port area but will be available in another port in the same geographical area under this solicitation, or (iii) total vessel freight rate prorated over the maximum parcel size offered if there are no other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon on the quantity indicated by the offeror as the maximum lifting.

(d) If an offeror takes exception to paragraph (c) of the DELIVERY AND ORDERING PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

(DESC 52.247-9F40)

**M24.03-2 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (NORTHEAST GREENLAND ONLY) (BULK) (DESC DEC 2005)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size foreign flag tanker of approximately 30,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on either market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation will be expressed as a daily rate for foreign flag time charter costs. DESC will use the evaluation rate along with round trip mileage over the tank routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the offered price per gallon to determine the evaluated price.

(b) **For JP8.** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(1) 223,500 (JP-8) barrels of product will be considered sufficient to fully utilize vessels 30,000 DWT and over. In the initial evaluation, every offer will be evaluated with this full tanker rate.

(2) All offers that evaluate as the lowest laid down cost in the initial evaluation are verified that a full tanker parcel size as stated in (b)(1) above has been offered. In the event an offeror limits its offer to individual tanker liftings of less than 223,500 (JP-8) barrels, the offer will be evaluated on the basis of (i) a single-port load plus shifting charges if it is determined that the same product will

**M24.03-2 CONT'D**

be available in the same port area, (ii) the least expensive two-port loading rate if it is determined that the same product will not be available in the same port area but will be available in another port in the same geographical area under this solicitation, or (iii) total vessel freight rate prorated over the maximum parcel size offered if there are no other products offered for tanker loading in the same geographical area. The additional costs represented by the shifting charge or the two-port loading will be assessed for evaluation purposes against such offer on a prorated basis per gallon on the quantity indicated by the offeror as the maximum lifting.

(c) If an offeror takes exception to paragraph (e) of the DELIVERY AND ORDERING PERIODS clause by refusing to accumulate pro rata to equal maximum parcel size offered, then the evaluated volume will be the pro rata volume corresponding to that portion of the offer that evaluated low in the initial evaluation.

(DESC 52.247-9F42)

**M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DESC AUG 2003)**

(a) DESC will add five days to offered tanker lift intervals and three days to offered barge lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational scheduling realities and will only be used for evaluation purposes. If the application of this provision results in the evaluation of less than the maximum total quantity offered for that item, then the Government will not award more than the evaluated quantity. However, offerors should consider the Government's evaluation factors for tanker and barge lift intervals to assure lift intervals and parcel sizes provide for full evaluation of maximum total offered quantity for all items by all modes of delivery.

(b) Unless defined otherwise by the offeror, lift interval is the time between the completion of loading (release of vessel by the Government inspector) until the scheduled delivery date of the next lifting for a specific product.

(c) For companies offering f.o.b. destination by barge, the additional three days that are added to the lift interval for evaluation purposes do not apply. In addition, f.o.b. destination barge offers are not penalized for any operational constraints such as daylight berthing and quantities less than a full vessel.

(DESC 52.247-9F15)

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

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

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

(DESC 52.247-9F35)

**M41.03 EVALUATION OF GOVERNMENT-STORED PRODUCT (DESC APR 1996)**

The Government reserves the right to reduce the solicited requirements in the event that Government-stored product could be utilized at any location contained in the Schedule. Evaluation of Government-stored product will be in accordance with the EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING and the EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING) - TRANSPORTATION RATES AND RELATED COSTS provisions.

(DESC 52.242-9F10)

**M55 CONVERSION FACTORS (DESC MAR 2007)**

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

**(1) TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature

## M55 CONT'D

One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

## (2) TABLE II.

PRODUCT	DENSITY TYPICAL @15°C @60°F		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	Kg/m <sup>3</sup>	API					
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<u>DIESEL FUELS</u>							
NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
NO. 2 DIESEL (ALL) & GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<u>INTERMEDIATE FUEL OILS</u>							
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
<u>JET FUELS</u>							
JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98

**M55 CONT'D**

JP8/JET A1/F34/TS1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
	FSII DIEGME	1.025	8.561

(DESC 52.215-9FA1)

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
  - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
  - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

**M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATIONS (DESC AUG 1983)**

DESC reserves the right to accept or reject offers that require movement of product through a Defense Energy Support Point to effect tanker loading. Rejection may be based on economics, detrimental logistical impact on the Government, or other good cause.

(DESC 52.211-9F35)

# STANDARDIZED FORMAT FOR USE IN THE PREPARATION OF PRODUCT TEST REPORTS

## GENERAL INSTRUCTIONS

February 2007

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 refined products. The Test Codes used in this standard report format will be incorporated into future Electronic Data Interchange (EDI) transmissions of test result data.

The ASTM Aviation Turbine Fuel Report Form found in ASTM Method D-1655 was used as a template for the expanded "generic" standard test report form for other refined products. The codes containing an alpha character indicate alternative methods used to measure a property or characteristic. A numeric change of "1" unit indicates one or more measurements, ratings or test conditions which can be reported for a particular method. All measurements are in metric units, except for the API gravity reported at 60°F.

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 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. Another example is adding a new test method for Freezing Point. There are currently 3 methods (300A-C) for measuring the characteristic of freezing point. The new method would be assigned the code "300D" and would be available immediately as an alternative method for determination of freezing point while retaining the old methods without having to renumber the whole list and change associated database 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) 767-8360.

## 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.

**Item 6A:** Record the basic slate of crudes from which this product is derived.

**Item 6B:** Annotate the refining processes used in the production of this product (e.g., Atmospheric Distillation; Hydrogenation, Hydrocracking, etc)

**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

**Items 600-series:** The JFTOT test, although done using one ASTM test method, can be performed at different temperatures. Also, results for separate JFTOT analysis performed at two different temperatures can be reported on the same report. If test results for only one temperature is being reported, use Item 600 A-C to report the temperature of the test and 601, 602 and 603 as appropriate to report the results. If a second temperature is being reported, use Item 604 to report the temperature of this second run and Items 605-607 to report the corresponding values for the second test.

**Item 750:** Use this item to report the result of the Water Separometer Index - Modified (WSIM) which is performed for product acceptance.

**Item 751:** This code for this item describes what additives were present in the fuel sample tested for WSIM and for which the result was reported in Item 750. Each code value represents a combination of the five additives possible in jet fuel. The codes and corresponding combinations are found in Table A below.

**Item 750X:** This item is used to report the special hand blend of all additives which are required by the fuel specification, regardless of whether or not the additives are required by contract. These additives include anti-oxidant, corrosion inhibitor, fuel system icing inhibitor, static dissipater additive and, if permitted by contract, metal deactivator. The result for this special test is a report only and is used as a base line in determining if the time and/or place of additive injection affects fuel quality. This reporting requirement is in addition to other reporting requirements for WSIM.

**Items 801, 811, 821, 831, and 841:** These codes indicate when an additive was injected during the procurement process. It is a one-character field and is "S" if the additive was blended into the shipping tank, "I" if the additive was line injected, or blank if the additive was not injected at the refinery or terminal location.

**Table A**

<u>Code</u>	<u>Additives</u>								
01	Neat	07	AO/CI	13	CI/MDA	19	AO/CI/MDA	25	FSII/SDA/MDA
02	AO	08	AO/FSII	14	FSII/SDA	20	AO/FSII/MDA	26	AO/CI/FSII/SDA
03	CI	09	AO/SDA	15	FSII/MDA	21	AO/FSII/SDA	27	AO/FSII/SDA/MDA
04	FSII	10	AO/MDA	16	MDA/SDA	22	AO/SDA/MDA	28	CI/FSII/SDA/MDA
05	SDA	11	CI/FSII	17	AO/CI/FSII	23	CI/FSII/SDA	29	AO/CI/FSII/SDA/MDA
06	MDA	12	CI/SDA	18	AO/CI/SDA	24	CI/FSII/MDA		

**FIGURE I - STANDARD TEST REPORT FORMAT**

1 REPORT DATE: (MM/DD/YY) \_\_\_\_\_  
 2A CONTRACTOR: \_\_\_\_\_  
 2B REFINERY 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: \_\_\_\_\_  
 6A CRUDE OIL SLATE: \_\_\_\_\_  
 6B CRUDE PROCESSING TECHNIQUE: \_\_\_\_\_  
 7 SHIPPED TO: \_\_\_\_\_  
 8 QUANTITY FROM TANK SHIPPED TO DESC: \_\_\_\_\_ USG

**APPEARANCE**

Code	Method	Test	Unit	Code	Method	Test	Unit
010A	D-156	Saybolt Color	1-Color	021	D-4176	Haze Rating	Method
010B	D-6045	Saybolt Color (Spectro)	1-Color	030A	D-1500	ASTM Color	0.5-Color
020	D-4176	Visual appearance	C&B	030B	D-6045	ASTM Color (Spectro)	0.5-Color

**COMPOSITION**

Code	Method	Test	Unit	Code	Method	Test	Unit
100A	D-664	Total Acid Number – Potent	mg KOH/g	150G	D-5453	Sulfur by UV	ppm
100B	D-974	Acid Number - Color Titrat	mg KOH/g	160A	D-3343	Hydrogen Content	mass %
100C	D-3242	Acidity in Aviation Fuels	mg KOH/g	160B	D-3701	Hydrogen Content - NMR	mass %
100D	D-3339	Acid Number, Semi-Micro	mg KOH/g	160C	D-4808	Hydrogen Cont LoRes NMR	mass %
101	IP-182	Inorganic Acid Number	mg KOH/g	160D	D-5291	Hydrogen Cont – Instrument	mass%
102	FTM-5101	Neutrality	Method	160E	D-7171	Hydrogen Cont LoRes NMR	mass%
110A	D-1319	Aromatics	vol%	165	D-5184	Al plus Si (ISO 10478)	ppm
110B	D-4420	Aromatics by GC	vol%	170A	D-3237	Lead in Gasoline by AA	g/L
115	D-1319	Olefins	vol%	170B	D-3341	Lead in Gasoline by ICl	g/L
120	D-1840	Naphthalene	vol%	170C	D-5059	Lead in Gasoline by X-Ray	g/L
125A	D-4420	Benzene	vol%	180A	D-4815	Ethers and Alcohols by GC	mass %
125B	D-3606	Benzene	vol%	180B	D-5845	Ethers and Alcohols by IR	mass %
130	D-3227	Mercaptan Sulfur	mass %	190A	D-3605	Trace Metals - Calcium	mg/L
135	D-3231	Phosphorous	0.1 mg/L	190B	D-7111	Trace Metals - Calcium	mg/L
140	D-4952	Doctor Test	Pos/Neg	191A	D-3605	Trace Metals - Lead	mg/L
150A	D-129	Sulfur by Oxygen Bomb	mass %	191B	D-7111	Trace Metals - Lead	mg/L
150B	D-1266	Sulfur by Lamp	mass %	192A	D-3605	Trace Metals - Na & K	mg/L
150C	D-1552	Sulfur - Furnace	mass %	192B	D-7111	Trace Metals - Na & K	mg/L
150D	D-2622	Sulfur by X-Ray Spec	mass %	193A	D-3605	Trace Metals - Vanadium	mg/L
150E	D-3120	Trace Sulfur	ppm	193B	ISO14597	Trace Metals – Vanadium	mg/L
150F	D-4294	Sulfur by X-Ray Flour	mass %	193D	D-7111	Trace Metals – Vanadium	mg/L
				195	D-3703	Peroxide Content	mg/kg

## **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>
200A	D-86	Distillation by Auto/Manual		220D	D-3828	Flash Point - Seta, Method B	°C
200B	D-2887	Distillation by GC		220E	IP-170	Flash Point - Abel	°C
201		Initial Boiling Point	°C	221	D-3828	Flash Point - Seta (Flash/No F)	“F” or “N”
202		10% Recovered	°C	230A	D-1298	Density @ 15°C -Hydrom	kg/L
203		20% Recovered	°C	230B	D-4052	Density @ 15°C - Digital	kg/L
204		50% Recovered	°C	231A	D-1298	API Gravity @ 60°F	°API
205		85% Recovered	°C	231B	D-4052	API Gravity @ 60°F	°API
206		90% Recovered	°C	231C	D-287	API Gravity @ 60°F	°API
207		95% Recovered	°C	240A	D-323	RVP	kPa
208		Evaporated @ 70°C	vol%	240B	D-4953	Vapor Press - Dry Meth	kPa
209		Evaporated @ 100°C	vol%	240C	D-5190	Vapor Press - Automatic	kPa
210		Evaporated @ 180°C	vol%	240D	D-5191	Vapor Press - Mini Meth	kPa
211		Final Boiling Point	°C	240E	D-5482	Vapor Press - Mini -Atm	kPa
212		% Recovered	vol%	250A	D-2533	V/L Ratio - Buret	Unit@°C
213		% Residue	vol%	250B	D-5188	V/L Ratio - Evac Chamb	Unit@°C
214		% Loss	vol%	250C	D-4814	Estimated V/L Ratio	Unit@°C
215		% Residue + Loss	vol%	260	STANAG 7090	Vapor Lock Index	
220A	D-56	Flash Point - Tag	°C				
220B	D-93	Flash Point - P/M	°C				
220C	D-3828	Flash Point - Seta, Method A	°C				

## **FLUIDITY**

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
300A	D-2386	Freezing Point	°C	320D	D-5773	Cloud Point (Constant Cool)	°C
300B	D-5901	Freezing Point	°C	321A	IP-309	Cold Filter Plugging Point	°C
300C	D-5972	Freezing Point	°C	321B	D-6371	Cold Filter Plugging Point	°C
300D	D-4305	Freezing Point, Low Temps	°C	321C	D-6371(M)	Cold Filter Plugging Point	°C
300E	D-7153	Freezing Point	°C	330A	D-97	Pour Point	°C
310	D-445	Viscosity	cSt	330B	D-5949	Pour Point – Pulsing Method	°C
311	D-445	Viscosity Temperature	°C	330C	D-5950	Pour Point	°C
320A	D-2500	Cloud Point	°C	340A	D-5001	Lubricity (BOCLE)	0.01mm
320B	D-5771	Cloud Point (Optical)	°C	340B	D-6079	Lubricity (Wear Scar)	0.01 mm
320C	D-5772	Cloud Point (Linear Cool)	°C				

## **COMBUSTION**

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
400A	D-240	Net Heat by Bomb	MJ/kg	410	D-1740	Luminometer Number	Unit
400B	D-1405	Net Heat (Anal-Grav(°F),S)	MJ/kg	420	D-1322	Smoke Point	mm
400C	D-3338	Net Heat (Aromat,API,Dist,S)	MJ/kg	430	D-482	Ash Content	mass %
400D	D-4529	Net Heat (Dens-Anal(°C),S)	MJ/kg	440A	D-189	Conradson Carbon Res	mass %
400E	D-4809	Net Heat by Bomb-Precision	MJ/kg	440B	D-524	Ramsbottom Carbon Res	mass %
400F	D-4868	Net and Gross Heat	MJ/kg	440C	D-4530	Carbon Residue - Micro	mass %
400G	D-6446	Net Heat of Aviation Fuels	MJ/kg				
400H	D-2382	Net Heat by Bomb – Precision	MJ/kg				

## CORROSION

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
500	D-130	Copper Strip Corrosion	Method	510	IP-227	Silver Strip Corrosion	Method

## STABILITY

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
600A	D-3241	JFTOT @ 275°C		608	D-3241	Serial Number for 600A Tube	
600B	D-3241	JFTOT @ 260°C		609	D-3241	Serial Number for 604 Tube	
600C	D-3241	JFTOT @ 245°C					
601	D-3241	Pressure Change	mm Hg	610A	D-525	Ox Stability -Gasoline	minute
602	D-3241	Visual Rating	Method	610C	D-873	Ox Stability – Aviation Fuels	mg/100mL
603	D-3241	Spun Rating	Method				
604	D-3241	Other JFTOT Temperature	°C	620A	D-2274	Accelerated Stability	mg/100mL
605	D-3241	Pressure Change @ Other Temp	mm Hg	620B	D-5304	Accelerated Stab - O <sub>2</sub> Opres	mg/100mL
606	D-3241	Visual Rating @ Other Temp	Method	620C	ISO10307	Tot Sed in Residual Fuels	%mass
607	D-3241	Spun Rating @ Other Temp	Method				

## 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>
700	IP-225	Copper Content	ppb	760	D-4814	Phase Separation (Haze)	°C
710	D-381	Existent Gum	mg/100mL	761	D-4814	Phase Separation (Sep)	°C
711	D-381	Washed Gum	mg/100mL				
720A	D-2276	Particulate Cont	mg/L	770	D-1401	Demulsification @ 25°C	minutes
720B	D-5452	Particulate Cont	mg/L	780A	D-1796	Water & Sed	vol%
720D	D-6217	Particulate Cont – Middle Dist	mg/L	780B	D-2709	Water & Sed	vol%
730	Annex	Filtration Time	minutes				
740	D-1094	Water Reaction - Interface	Method	781A	D-95	Water by Distillation	vol%
741	D-1094	Water Reaction - Separation	Method	781B	D-6304	Water by Karl Fischer	mg/kg
742	D-1094	Water Reaction - Vol Chng	Method				
750	D-3948	WSIM	Method	782	D-473	Sediment by Extraction	mass %
751		Additives Present (See Note)	(List A)	795	SW-846	EPA Metals - As	Method
750X	D-3948	WSIM - Special (See Note)	Method	796	SW-846	EPA Metals - Cd	Method
				797	SW-846	EPA Metals - Cr	Method
				798	SW-846	EPA Metals - Pb	Method
				799	SW-846	Total Halogens	Method

**ADDITIVES**

<u>Code</u>	<u>Method</u>	<u>Test/Additive</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test/Additive</u>	<u>Unit</u>
800A	Antioxidant	Topanol A	mg/L	830C	FSII (FTM-5340)		vol%
800B	Antioxidant	HITEC 4733	mg/L	830D	FSII (FTM-5340) - EGME		vol%
800C	Antioxidant	AN 733	mg/L	830E	FSII - Calculated		vol%
800D	Antioxidant	AO-31	mg/L	831	Additive Injection Point		(Note)
800E	Antioxidant	AO-30	mg/L				
800F	Antioxidant	AO-29	mg/L	840A	Corr Inhibitor	PRI-19	mg/L
800G	Antioxidant	Nalco EC5208A	mg/L	840B	Corr Inhibitor	DCI-4A	mg/L
800H	Antioxidant	TOLAD 3915	mg/L	840C	Corr Inhibitor	DCI-6A	mg/L
800I	Antioxidant	TOLAD 3920	mg/L	840D	Corr Inhibitor	HITEC 580	mg/L
800J	Antioxidant	TOPANOL AN	mg/L	840E	Corr Inhibitor	Petrolite NC-351	mg/L
800K	Antioxidant	CHIMIC 4327	mg/L	840F	Corr Inhibitor	NALCO 5403	mg/L
800L	Antioxidant	AO-37	mg/L	840G	Corr Inhibitor	TOLAD 3220	mg/L
800M	Antioxidant	BETZ BQ203	mg/L	840H	Corr Inhibitor	UNICOR J	mg/L
800N	Antioxidant	Chemlink No 4650	mg/L	840I	Corr Inhibitor	IPC-4410	mg/L
800O	Antioxidant	Petroxylin E219	mg/L	840J	Corr Inhibitor	IPC-4445	mg/L
800P	Antioxidant	Kerobit TP-26	mg/L	840K	Corr Inhibitor	MOBILAD F800	mg/L
800Q	Antioxidant	Pet411K	mg/L	840L	Corr Inhibitor	NALCO 5405	mg/L
800R	Antioxidant	ISONOX 133	mg/L	840M	Corr Inhibitor	NUCHEM PCI-105	mg/L
800S	Antioxidant	AO-37B	mg/L	840N	Corr Inhibitor	TOLAD 249	mg/L
800T	Antioxidant	ISONOX 75	mg/L	840O	Corr Inhibitor	WELCHEM 91120	mg/L
800U	Antioxidant	HITEC 4775	mg/L	840P	Corr Inhibitor	SPEC-AID 8021	mg/L
800V	Antioxidant	BETZ 8Q2065	mg/L	840Q	Corr Inhibitor	RPS-613	mg/L
800W	Antioxidant	BHT	mg/L	840R	Corr Inhibitor	SPEC AID 8Q22	mg/L
800X	Antioxidant	HITEC 4778	mg/L	840S	Corr Inhibitor	TOLAD 4410	mg/L
800Y	Antioxidant	Octel 37/70	mg/L	841	Additive Injection Point		(Note)
801	Additive Injection Point		(Note)				
				850	Thermal Stability Additive		mg/L
810A	Metal Deactivator (DMD)		mg/L	851	Additive Injection Point		(Note)
810B	Metal Deactivator (DMD-2)		mg/L				
811	Additive Injection Point		(Note)	860	Diesel Fuel Stabilizer Additive		mg/L
				861	Additive Injection Point		(Note)
820	Conductivity Improver		mg/L				
821	Additive Injection Point		(Note)	870	Ignition Improver		mg/L
				871	Additive Injection Point		(Note)
830A	FSII (D-5006)		vol%				
830B	FSII (FTM-5327)		vol%				

**OTHER TESTS**

<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>	<u>Code</u>	<u>Method</u>	<u>Test</u>	<u>Unit</u>
900	D-2624	Conductivity	pS/m				
901	D-2624	Temperature at Measurement	°C				
910A	D-976	Calc Cetane Index - 2 Var	Method				
910B	D-4737	Calc Cetane Index - 4 Var	Method				
911	D-613	Cetane Number	Method				
920A	D-2699	Research Octane Number	Method				
920B	D-2885	Research Octane Number	Method				
921A	D-2700	Motor Octane Number	Method				
921B	D-2885	Motor Octane Number	Method				
930	D-611	Aniline Point	°C				
940	D-4814	Water Tolerance	°C				

# Signature Sheet for Bulk PORTS

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

<p><u>Type of Access</u></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><u>Sign on SF 1155</u></p> <p><input type="checkbox"/> Block 24</p>	<p><u>Sign on DD 250 or DD250-1</u></p> <p><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>
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\*\*\*\* **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:** \_\_\_\_\_

Please fax the completed signature sheet to your Contract Specialist at DESC.