

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

PAGE 1

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) **BACK**

1. Offers must be submitted by the following method:

- a. **THE BULK OFFER ENTRY TOOL (OET).** Use of the Bulk OET is mandatory for this solicitation. The current version of the Bulk OET replaces the Bulk Fuels Offer Submission Package (OSP) except for any specific items the Contracting Office may identify that should be included separately and included as an attachment to the OET submission. Use of the Bulk OET will allow your offer to be imported directly into the Bulk Bid Evaluation Model (BEM). NOTE: You may include multiple attachments with your offer submission in OET but all attachments must be in PDF format and NOT include any electronic signatures.
- b. When you submit your offer in OET a SF1449 that contains your electronic signature will be included as part of your offer submission package. If you wish to submit a SF1449 signed by someone other than the individual submitting the offer in OET, you must include the signed SF1449 as part of your offer attachment(s).
- c. In order to utilize the Bulk OET, you must first establish a Bulk OET account using the DLA Accounts Management and Provisioning System (AMPS). You can access AMPS at <https://amps.dla.mil/oim> where you can either create a new AMPS account or log in using your existing account (you will be asked to provide your CAGE code when creating a new AMPS account). Once you have established an account in AMPS, you will need to request the following role: "OET Prod – Vendor Offer Submission Role OET-105." To select this role, you will first choose 'Energy Applications' then 'Energy OET' under the Browse Roles by Application tab. When applying for this role, please include your company name and the purchase programs you typically offer under in the notes or comments section of the application. Also, when applying for Bulk OET – at least one CAGE code must be included in the CAGE CODE for BULK OET attribute field. At a minimum you should include the CAGE code(s) that you intend to use to submit offers under this solicitation. It is recommended that you include all CAGE codes that you typically use for BULK FUELS offers. You can update this attribute at any time after your initial account has been established. Once your role has been approved, you will be provided with a user name and password that can be used to log into the Bulk Fuels OET website: <<https://offerwizard.dla.mil/bulkoet/bulkoet.html>>. If you experience difficulty in establishing an account, you can contact the DLA Energy Bulk Technical Team at DESC.BTechTeam@dlamail for assistance.
- d. If you have already obtained a BULK OET account but cannot remember your password or need your password reset, please contact the DLA J6 Access Management help desk at: J6CSAccessManagement@dlamail.
- e. If you have any questions on how to complete your offer in OET, please contact the Contracting Officer, or Matthew Shuster, Matthew.Shuster@dlamail, (571-767-9250) for assistance.

2. **OFFER ENTRY TOOL (OET), SECTION H.3., MAP COORDINATES:**

- a. Map coordinates for shipping points/refinery must be pier-side to be evaluated.
- b. Map coordinates must be provided in the proper format: 38° 43' 9"N 77° 9' 46"W (DLA Energy HQ Building as an example); no decimal places will be evaluated.

3. **DELIVERY MODE "BARGE":** The delivery mode "BARGE" encompasses a range of vessel sizes, which is inclusive of both "BARGES" and "SHALLOW-DRAFT TANKERS". The Offer Entry Tool (OET) and the Bid Evaluation Model (BEM) do not include "SHALLOW-DRAFT TANKERS" as available transportation modes. Due to the system constraints of the OET and BEM, all LINE ITEMS solicited as "BARGE" mode will be awarded as "SHALLOW-DRAFT TANKERS" with the exception of CLINs T0009 & 0007 (DFSP Gunsan) (JA1), which will be awarded as "BARGE".

4. **G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM:** Foreign offerors may elect payment by electronic transfer of funds via the Federal Reserve Wire Transfer System, which does not require the receiving bank to be located in the United States. Offerors are advised to verify their Financial Institution (FI) is capable of receiving Federal Wire transactions via either a SWIFT Code or an IBAN number. Firms receiving an award under this solicitation must ensure that the appropriate arrangements are made with their FI prior to submission of the first invoice.
5. **JOINT CONTINGENCY CONTRACTING SYSTEM (JCCS) REQUIREMENT:** Vendors and subcontractors must be registered in the Joint Contingency Contracting System (JCCS) to be considered for contract awards in the U.S. Central Command (CENTCOM) Area of Operation (AOR). CENTCOM offers include the following:
- Offeror physical address is located in CENTCOM
 - Offeror is submitting FOB Destination Offer(s) to CENTCOM
 - Offeror is submitting shipping point(s) located in CENTCOM

U.S. Central Command (CENTCOM) Area of Responsibility (AOR) includes the following countries: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen.

Each offeror must submit its registration number with its offer package. If awarded, active registration must be maintained throughout contract performance. Instructions for account registration and training can be found at www.jccs.gov. Click on "vendor login", click the registration tab, and follow the directions from there. Minimum required documents are as follows:

- Articles of Association or Letter of Incorporation
- Passport Copies of Owner and Key Employees (Identified in Owner and Employee tabs under the questionnaire section)
- Current Tax Document
- Business License

All tabs must be completed under the questionnaire tab in the "CENTCOM Eligibility" section of the JCCS profile.

6. **AFRICOM VENDOR VETTING (AFVV) REQUIREMENT:** Vendors and subcontractors must be registered in the AFVV to be considered for contract awards in the AFRICOM Area of Operation (AOR). AFRICOM offers include the following:
- Offeror physical address is located in AFRICOM
 - Offeror is submitting FOB Destination Offer(s) to AFRICOM
 - Offeror is submitting shipping point(s) located in AFRICOM

AFRICOM Area of Responsibility (AOR) includes the country of Djibouti. Applicable offerors not providing the requisite AFVV information data required shall not be considered for award.

7. **FOB ORIGIN PIPELINE OFFERS:** Evaluation of pipeline volumes offered on FOB Origin basis may be limited to the capacity of common carrier/private pipeline used to transport DLA Energy product to end use location. Limiting factors used in evaluation include pipeline pumping cycles, minimum/maximum batch size

requirements, minimum/maximum parcel size, and lift intervals cited by the offeror, as well as any proration/allocation policies enforced by the pipeline carrier, whether seasonal or year round. 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.

8. **FOB DESTINATION OFFERS:** Offerors are responsible for ascertaining and following delivery location access procedures, including obtaining any necessary clearances to access the delivery location. Access procedures and clearance processing times may vary greatly depending on the delivery location. Any questions regarding delivery location access procedures and processing times should be directed to the specific delivery location. Contact information for the specific end-location can be obtained through your assigned Contract Specialist.
9. **TANKER ITEMS:** FOB Destination offers cannot be accepted for items identified as TANKER mode.
10. **FOB LEGEND** for use with B1 SUPPLIES TO BE FURNISHED (BULK) (DLA ENERGY JAN 2012):

FOB RESTRICTION LEGEND	
O	ORIGIN
D	DESTINATION
O/D	ORIGIN AND/OR DESTINATION
Y	YES (ADDITIVE IS REQUIRED)
N	NO (ADDITIVE IS NOT REQUIRED)

11. **TANKER RATES:**

- a. For evaluation purposes per M24.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING (WESTPAC) (DLA ENERGY MAY 2019), **Tanker rate will be provided via solicitation amendment.**
- b. For evaluation purposes per M2.08.100 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE/SHALLOW DRAFT TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DLA ENERGY MAY 2019), **Shallow Draft Tanker rate will be provided via solicitation amendment.**

12. **PORT ASSESSMENT:** All Tanker Origin offers will require a Port Assessment (PA) post award. PA will be performed by Naval Criminal Investigative Service (NCIS) prior to performance period. Offerors are required to provide a Facility Security Officer point of contact for awarded shipping points to coordinate with NCIS, as applicable. PA is valid for three (3) years.

13. **TRANSPORTATION EVALUATION PENALTIES:** The following transportation penalties will be applied for evaluation purposes in accordance with M2.08.100 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE/SHALLOW DRAFT TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DLA ENERGY MAY 2019) and M24.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKERLOADING (WESTPAC) (DLA ENERGY MAY 2019):

- a. A 12-hour transportation penalty will be assessed against Offers that indicate Daylight Berthing Only. With a 24- hour per day window, berthing is limited to 12 hours.
- b. A 12-hour transportation penalty will be assessed against Offers that indicate Daylight Loading Only. With a 24- hour per day window, loading is limited to 12 hours.
- c. A transportation penalty will be assessed for vessel shifting for Offers with intra-harbor movements. The actual penalty time may differ between terminals, so DLA Energy will advise the penalty during open negotiations.

- d. A 48-hour transportation penalty will be assessed against Offers that require transit through the Suez Canal.
- e. A 48-hour transportation penalty will be assessed against Offers with a loading port of Fujairah, UAE. The penalty represents that vessel inspection takes place at Port Rasheed, Dubai. DLA Energy cannot perform vessel inspections at Fujairah.

14. QATAR:

- a. Due to the current Qatar embargo issued by Gulf Cooperation Council (GCC) countries, the United Arab Emirates (UAE) issued a Notice to Mariner(s) stating that UAE ports will not allow ships to load any cargo from UAE destined for Qatar. The UAE Ministry of Foreign Affairs and International Cooperation (MOFIC) has declined to issue written assurance that the Notice to Mariner(s) is not applicable to U.S. DOD cargo destined for Qatar. Therefore, all JA1 bid line proposals with shipping points in UAE will NOT be evaluated to Qatar.
- b. Offerors submitting JA1 bid lines with shipping points located in nations who are participating in the Qatar Embargo (other than UAE) or are otherwise imposing additional restrictions on shipping product to Qatar must provide documentation from cognizant port authority or management verifying the ability to provide product for delivery to Qatar. If sufficient documentation is not submitted, the bid lines will not be evaluated to Qatar. As of the date of this amendment, the following countries, in addition to the UAE, have publically cut diplomatic ties with Qatar and/or are participating in the embargo: Bahrain, Comoros, Egypt, Maldives, Mauritania, Saudi Arabia, Senegal, and Yemen. Please note that this list is neither exhaustive nor authoritative, and offerors are responsible for notifying DLA Energy whether the nations in which their shipping points are located are participating in the embargo or have some other similar restriction on shipping product to Qatar.

15. SECTION C AND SECTION E QUALITY ASSURANCE PROVISIONS (QAPS): For all Quality and Technical provisions please review via the DIBBS website. You will need a DIBBS account to access the Technical Data tab, which leads to the C Folders containing the applicable provisions. The web address is <https://www.dibbs.bsm.dla.mil/default.aspx>. This is also applicable for Section E provisions; all of the Inspection provisions will be viewable under the E Folders. If you have issues setting up your DIBBS account, please call the DLA Enterprise HelpDesk at 1-855-352-0001. The QAPS are provided for your convenience as an attachment to the solicitation; however, any updates should be accessed through the above process.

16. F-T and HEFA: All offerors are encouraged to submit proposals for Jet A-1 containing up to 50 percent synthetic components produced through the Fischer-Tropsch (F-T) and Hydro-processed Esters & Fatty Acids (HEFA) pathways. Please see the applicable Appendices in the last revision of DEF STAN 91-091, for details.

17. In the Offer Entry Tool (OET), contract text: F92.02 SCHEDULE OF REFINERY SHUTDOWNS FOR TURNAROUNDS (DOMESTIC AND OVERSEAS BULK)(DLA ENERGY OCT 2012) has been superseded by contract text: F92.03 REFINERY SHUTDOWN SCHEDULE FOR CONTRAC PERIOD (DLA ENERGY BULK MAY 2019). (See Attachment Fill-in Sheet).

18. SMALL BUSINESS: For questions concerning Small Business matters, contact Mr. Gregory Thevenin at (571) 767- 9465 or 1-800-523-2601.

19. NOTICE: Any award to a contractor, who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.

20. EMERGENCIES: For emergency situations during non-duty hours, the number to contact is (571) 767-8420 at the DLA ENERGY Operations Center, Contingency Plans and Operations Division (DLA ENERGY-QED).

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B1 SUPPLIES TO BE FURNISHED (BULK) (DLA ENERGY JAN 2012)

- (a) The minimum and maximum quantities are defined in the contract provision DELIVERY-ORDER LIMITATIONS – SCOPE OF CONTRACT.
- (b) The supplies to be furnished during the contract period of **January 1, 2020 – December 31, 2020** with a 30-day carryover period and all associated data are as follows:

THROUGHPUT NOTE:

- All LINE ITEMS solicited as "BARGE" mode will be awarded as "SHALLOW-DRAFT TANKERS " with the exception of CLINs T0009 & 0007 (DFSP Gunsan) (JA1), which will be awarded as "BARGE". Please refer back to the SF-1449 Continuation Page Note #3 for additional details.
- Line items under throughput items identify requirements at specific end locations beyond the throughput location, and are identified by "<>". For example, T0006 at DFSP PDS OKINAWA is a throughput item, and identifies the overall requirement of 63,000,000 USG. Line item 0009 at DFSP PDS OKINAWA is an end location requirement under T0006, with a quantity of <62,579,000 USG>. Line item 0002 DFSP MCB GAS STATION is also an end location requirement under T0006, with a quantity of <421,000USG>. Therefore, 62,579,000 USG and 421,000 USG will be processed through DFSP PDS OKINAWA to end locations DFSP PDS OKINAWA and DFSP MCB GAS STATION, respectively.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Quality Technical Provisions

DISTILLATE, NAVAL, F76, 1.1A

9140-002732377

PR #: 0078694663, 0078694662, 0078694352

IAW BASIC QAP 52838 ENERGY-QAP-C1.02
 REVISION NR C DTD 12/01/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-C16.23
 REVISION NR F DTD 12/06/2018
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
 REVISION NR B DTD 06/26/2015
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
 REVISION NR A DTD 07/08/2014
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1
 REVISION NR A DTD 09/01/2013
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22
 REVISION NR B DTD 04/04/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35
 REVISION NR A DTD 12/01/2011
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12
 REVISION NR A DTD 07/30/2015
 PART PIECE NUMBER:

Quality Technical Provisions

TURBINE FUEL, AVIATION, JA1, 1.1H

9130-007535026

PR #: 0078694663, 0078694662, 0078694352

IAW BASIC QAP 52838 ENERGY-QAP-C16.09
 REVISION NR E DTD 10/24/2017
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
 REVISION NR B DTD 06/26/2015
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1.21
 REVISION NR A DTD 02/01/2014
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
 REVISION NR A DTD 07/08/2014
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1
 REVISION NR A DTD 09/01/2013
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22
 REVISION NR B DTD 04/04/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35
 REVISION NR A DTD 12/01/2011
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12
 REVISION NR A DTD 07/30/2015
 PART PIECE NUMBER:

Quality Technical Provisions

TURBINE FUEL, AVIATION, JP5, 1.1C

9130-002732379

PR #: 0078694663, 0078694662, 0078694352

IAW BASIC QAP 52838 ENERGY-QAP-C16.01
 REVISION NR E DTD 04/27/2018
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
 REVISION NR B DTD 06/26/2015
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE602-19-R-0707

Section B

REVISION NR A DTD 07/08/2014
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1
 REVISION NR A DTD 09/01/2013
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22
 REVISION NR B DTD 04/04/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35
 REVISION NR A DTD 12/01/2011
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
 REVISION NR C DTD 12/01/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12
 REVISION NR A DTD 07/30/2015
 PART PIECE NUMBER:

Quality Technical Provisions

FUEL OIL, INTERMEDIA, RME, 1.1A

9140-014435048

PR #: 0078694663, 0078694662, 0078694352

IAW BASIC NON GOVT STD ISO 8217:2012
 REVISION NR 20 DTD
 PART PIECE NUMBER: RME 180
 IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
 REVISION NR B DTD 06/26/2015
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
 REVISION NR A DTD 07/08/2014
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1
 REVISION NR A DTD 09/01/2013
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22
 REVISION NR B DTD 04/04/2016
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35
 REVISION NR A DTD 12/01/2011
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-C36
 REVISION NR A DTD 07/01/2015
 PART PIECE NUMBER:
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12
 REVISION NR A DTD 07/30/2015
 PART PIECE NUMBER:

DISTILLATE, NAVAL, F76, 1.1A

9140-002732377

PR #: 0078694663, 0078694662, 0078694352

F76 Requirement Totals are as follows:

<u>Total Qty</u>	<u>Set Aside</u>	<u>8A Reservation Qty</u>	<u>Non Set Aside Qty</u>	<u>UoM</u>
207,426,000	0	0	207,426,000	UG6

Total Estimated (F76) Quantity to be Purchased: 207,426,000

<u>EPA Region</u>	<u>Quantity</u>	<u>Escalator Id</u>	<u>Base Ref Price</u>	<u>Base Ref Date</u>
WP	207,426,000	SPOREGSOIL	0.000000	00/00/0000

WP

Item: T0001 Throughput SPLC: 940002270 DFSP AKASAKI

Quantity: 45,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 45,000,000

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

NSN 9140-002732377 (F76) DISTILLATE,NAVAL
 Delivery Identification AKASAKI - DFSP AKASAKI
 State

Region Throughput SPLC Requirement SPLC
 WP 940002270 940002270

Delivery Address: 0 Banchi, Akasaki-cho, Sasebo-shi Nagasaki Prefecture, Jap Sasebo-shi Nagasaki Prefecture
 857-0064

Service Code Delivery DODAAC Ordering Office DODAAC
 NAVY SE8N08

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	N	N	N
BULK:TANKER	100	235,000		O	N	N	N

Item: 0014
Quantity: 45,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 45,000,000
Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL
 Delivery Identification AKASAKI - DFSP AKASAKI
 State

Region Throughput SPLC Requirement SPLC
 WP 940002270 940002270

Delivery Address: DFSP AKASAKI SASEBO 857-0064

Service Code Delivery DODAAC Ordering Office DODAAC
 NAVY SE8N08

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	N	N	N
BULK:TANKER	100	235,000		O	N	N	N

Item: T0002 **Throughput SPLC:** 940003270 DFSP PDS OKINAWA
Quantity: 6,708,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 6,708,000

NSN 9140-002732377 (F76) DISTILLATE,NAVAL
 Delivery Identification OKINAWA505 - DFSP PDS OKINAWA
 State

Region Throughput SPLC Requirement SPLC
 WP 940003270 940003270

Delivery Address: 505 QM HHC AUG BLD 312 TENGAN PR CMP CRTY BLD 53115B RT 74 OKINAWA 904-2143

Service Code Delivery DODAAC Ordering Office DODAAC
 DLA SE8P0F

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	N	N	N

Delivery Mode Notes: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HAKOZAKI-YOKOSUKA AND DFSP AKASAKI.

Item: 0021
Quantity: 6,708,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 6,708,000
Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL
 Delivery Identification OKINAWA505 - DFSP PDS OKINAWA
 State

Region Throughput SPLC Requirement SPLC
 WP 940003270 940003270

Delivery Address: DFSP PDS OKINAWA 505 OKINAWA 99999

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707				
Section B						
Service Code DLA		Delivery DODAAC SE8P0F		Ordering Office DODAAC		
Mode BULK:BARGE	Receipt % 100	Max Parcel 40,000	Min Parcel	FOB Restriction O	FSII N	SDA N
CI N						
Delivery Mode Notes: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HAKOZAKI-YOKOSUKA AND DFSP AKASAKI.						

Item: T0003 Throughput SPLC: 940004270 Yokosuka						
Quantity: 12,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 12,000,000						
NSN 9140-002732377 (F76) DISTILLATE,NAVAL		Delivery Identification HAKOZAKI - YOKOSUKA		State		
Region WP		Throughput SPLC 940004270	Requirement SPLC 940004270			
Delivery Address: DEFENSE FUEL SUPPLY POINT HAKOZAKI Mubanchi, Nagaura-cho, Yo YOKOSUKA 99999						
Service Code NAVY		Delivery DODAAC SE8N07		Ordering Office DODAAC		
Mode BULK:BARGE	Receipt % 100	Max Parcel 40,000	Min Parcel	FOB Restriction O	FSII N	SDA N
BULK:TANKER	100	235,000		O	N	N
CI N						
Item: 0017						
Quantity: 12,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 12,000,000						
Period of Performance: 01/01/2020-12/31/2020						
NSN 9140-002732377 (F76) DISTILLATE,NAVAL		Delivery Identification HAKOZAKI - YOKOSUKA		State		
Region WP		Throughput SPLC 940004270	Requirement SPLC 940004270			
Delivery Address: DFSP HAKOZAKI YOKOSUKA 99999						
Service Code NAVY		Delivery DODAAC SE8N07		Ordering Office DODAAC		
Mode BULK:BARGE	Receipt % 100	Max Parcel 40,000	Min Parcel	FOB Restriction O	FSII N	SDA N
BULK:TANKER	100	235,000		O	N	N
CI N						

Item: T0004 Throughput SPLC: 950001270 DFSP GUAM						
Quantity: 38,911,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 38,911,000						
NSN 9140-002732377 (F76) DISTILLATE,NAVAL		Delivery Identification GUAM - DFSP GUAM		State		
Region WP		Throughput SPLC 950001270	Requirement SPLC 950001270			
Delivery Address: NAVSUP FUEL DIV BLDG 1700, LWR SAS VAL RT.1 MARIANA CORP DR PITI 96915						
Service Code DLA		Delivery DODAAC SE8N00		Ordering Office DODAAC		
Mode BULK:TANKER	Receipt % 100	Max Parcel 235,000	Min Parcel	FOB Restriction O	FSII N	SDA N
CI N						
Item: 0020						
Quantity: 38,911,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 38,911,000						

PAGE 11

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL	Delivery Identification GUAM - DFSP GUAM	State
Region WP	Throughput SPLC 950001270	Requirement SPLC 950001270
Delivery Address: PITI 96010		
Service Code DLA	Delivery DODAAC SE8N00	Ordering Office DODAAC
Mode BULK:TANKER	Receipt % 100	Max Parcel 235,000
	Min Parcel	FOB Restriction O
		FSII N
		SDA N
		CI N

Item: 0023
Quantity: 21,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 21,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL	Delivery Identification SUBICBAY - DFSP SUBIC BAY	State
Region WP	Requirement SPLC 999900117	
Delivery Address: SUBIC BAY 99999		
Service Code	Delivery DODAAC SE8P0H	Ordering Office DODAAC
Mode BULK:TANKER	Receipt % 100	Max Parcel 235,000
	Min Parcel	FOB Restriction O
		FSII N
		SDA N
		CI N

Item: 0018
Quantity: 20,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 20,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL	Delivery Identification STARJEBEL - DFSP JEBEL ALI	State
Region WP	Requirement SPLC 970001270	
Delivery Address: DFSP STAR JEBEL ALI DUBAI 99999		
Service Code	Delivery DODAAC SE7P04	Ordering Office DODAAC
Mode BULK:TANKER	Receipt % 100	Max Parcel 235,000
BULK:PIPE	100	
	Min Parcel	FOB Restriction O
		D
		FSII N
		SDA N
		CI N

Item: 0015
Quantity: 14,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 14,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9140-002732377 (F76) DISTILLATE,NAVAL	Delivery Identification DORALEH - DFSP DJIBOUTI	State
Region	Requirement SPLC	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

WP 890001270

Delivery Address: HORIZON DJIBOUTI TERMINALS LTD SAZF DORALEH 99999

Service Code Delivery DODAAC Ordering Office DODAAC
SE6P01

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	N	N	N

Item: 0016

Quantity: 14,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 14,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9140-002732377 (F76)	FUJAIRAH - DFSP FUJAIRAH	
DISTILLATE,NAVAL		

Region Requirement SPLC
WP 970002270

Delivery Address: DFSP FUJAIRAH FUJAIRAH 99999

Service Code Delivery DODAAC Ordering Office DODAAC
SE7P05

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	N	N	N
BULK:PIPE	100			D			

Item: 0024

Quantity: 14,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 14,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9140-002732377 (F76)	SALALAH - DFSP SALALAH	
DISTILLATE,NAVAL		

Region Requirement SPLC
WP 999900173

Delivery Address: DFSP SALALAH PORT OF SALALAH 99999

Service Code Delivery DODAAC Ordering Office DODAAC
DLA SE7POB

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	310,000		O	N	N	N

Item: 0022

Quantity: 13,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 13,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9140-002732377 (F76)	DIEGO - DFSP DIEGO GARCIA	GU
DISTILLATE,NAVAL		

Region Requirement SPLC
WP 960001270

Delivery Address: DFSP DIEGO DIEGO GARCIA GU 99999

Service Code Delivery DODAAC Ordering Office DODAAC
SE8N0D

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	N	N	N

Item: 0019

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707															
Section B																	
Quantity: 8,807,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 8,807,000																	
Period of Performance: 01/01/2020-12/31/2020																	
NSN 9140-002732377 (F76) DISTILLATE,NAVAL		Delivery Identification KWAJALEIN - KWAJALEIN MISSILE RANGE			State												
Region WP		Requirement SPLC 930000240															
Delivery Address: W6ZA USAG KWAJ ATOLL MARSHALL ISLANDS 99999																	
Service Code		Delivery DODAAC SE8A00		Ordering Office DODAAC													
Mode BULK:BARGE		Receipt % 100		Max Parcel 40,000		Min Parcel FOB Restriction O											
						FSII N											
						SDA N											
						CI N											

TURBINE FUEL,AVIATION,JA1,1.1H																	
9130-007535026																	
PR #: 0078694663,0078694662,0078694352																	
JA1 Requirement Totals are as follows:																	
<table><tr><td>Total Qty</td><td>Set Aside</td><td>8A Reservation Qty</td><td>Non Set Aside Qty</td><td>UoM</td></tr><tr><td>327,836,000</td><td>0</td><td>0</td><td>327,836,000</td><td>UG6</td></tr></table>								Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM	327,836,000	0	0	327,836,000	UG6
Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM													
327,836,000	0	0	327,836,000	UG6													
Total Estimated (JA1) Quantity to be Purchased: 327,836,000																	
<table><tr><td>EPA Region</td><td>Quantity</td><td>Escalator Id</td><td>Base Ref Price</td><td>Base Ref Date</td></tr><tr><td>WP</td><td>327,836,000</td><td>SPOREJET</td><td>0.000000</td><td>00/00/0000</td></tr></table>								EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date	WP	327,836,000	SPOREJET	0.000000	00/00/0000
EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date													
WP	327,836,000	SPOREJET	0.000000	00/00/0000													
WP																	
Item: T0005 Throughput SPLC: 900001270 DFSP QATAR MESAIEED																	
Quantity: 150,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 150,000,000																	
NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION		Delivery Identification QATAR - DFSP QATAR MESAIEED			State												
Region WP		Throughput SPLC 900001270															
		Requirement SPLC 900001270															
Delivery Address: QATEX LTD POST BOX 2244																	
Service Code DLA		Delivery DODAAC SE7P03		Ordering Office DODAAC SJ0629													
Mode BULK:TANKER		Receipt % 100		Max Parcel 310,000		Min Parcel FOB Restriction O											
BULK:PIPE		100		310,000		FSII N											
						SDA N											
						CI N											
Delivery Notes: NOTES: 1) SUPPLIER IS REQUIRED TO FURNISH FOLLOWING: DOCUMENTATION AT TIME OF LOADING BILL OF LADING CARGO MANIFEST CERTIFICATE OF ORIGIN PROFORMA INVOICE- SEA NUMBER AND CARGO NUMBER ANNOTED (AS FURNISHED BY DLA ENERGY) BILL OF LADING AND PROFORMA INVOICE SHALL BE MARKED "U.S. MILITARY, DOHA, QATAR." 2) PORT DATA: MAX DRAFT: 39' (ARRIVAL) - 43' (DEPARTURE) MAX LOA: 780' MAX DWT: 50,000 MAX DISPLACEMENT: 60,000 TRANSPORT OF U.S. GOVERNMENT QAR TO WITNESS SAMPLING IS TO OFFEROR'S ACCOUNT.																	
Item: 0006																	
Quantity: 150,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 150,000,000																	
Period of Performance: 01/01/2020-12/31/2020																	
NSN		Delivery Identification			State												

PAGE 14

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
---------------------------	--	--

Section B

9130-007535026 (JA1)
TURBINE FUEL,AVIATION

QATAR - DFSP QATAR MESAIEED

Region
WP

Throughput SPLC
900001270

Requirement SPLC
900001270

Delivery Address: QATEX LTD Mesaieed Industrial City 2244

Service Code
DLA

Delivery DODAAC
SE7P03

Ordering Office DODAAC
SJ0629

Mode
BULK:TANKER
BULK:PIPE

Receipt %
100
100

Max Parcel
310,000
310,000

Min Parcel

FOB Restriction
O
O/D

FSII
N
N

SDA
N
N

CI
N
N

Delivery Notes: NOTES: 1) SUPPLIER IS REQUIRED TO FURNISH FOLLOWING: DOCUMENTATION AT TIME OF LOADING BILL OF LADING CARGO MANIFEST CERTIFICATE OF ORIGIN PROFORMA INVOICE- SEA NUMBER AND CARGO NUMBER ANNOTED (AS FURNISHED BY DLA ENERGY) BILL OF LADING AND PROFORMA INVOICE SHALL BE MARKED "U.S. MILITARY, DOHA, QATAR." 2) PORT DATA: MAX DRAFT: 39' (ARRIVAL) - 43' (DEPARTURE) MAX LOA: 780' MAX DWT: 50,000 MAX DISPLACEMENT: 60,000 TRANSPORT OF U.S. GOVERNMENT QAR TO WITNESS SAMPLING IS TO OFFEROR'S ACCOUNT.

Item: T0006 **Throughput SPLC:** 940003270 DFSP PDS OKINAWA
Quantity: 63,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 63,000,000

NSN
9130-007535026 (JA1)
TURBINE FUEL,AVIATION

Delivery Identification
OKINAWA505 - DFSP PDS OKINAWA

State

Region
WP

Throughput SPLC
940003270

Requirement SPLC
940003270

Delivery Address: CHIBANA COMPOUND, BLDG #53115B ROUTE 74, CHIBANA OKINAWA CITY OK 904-2143

Service Code
DLA

Delivery DODAAC
SE8P0F

Ordering Office DODAAC

Mode
BULK:TANKER

Receipt %
100

Max Parcel
235,000

Min Parcel

FOB Restriction
O

FSII
Y

SDA
N

CI
Y

Item: 0009
Quantity: 62,579,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 62,579,000

Period of Performance: 01/01/2020-12/31/2020

NSN
9130-007535026 (JA1)
TURBINE FUEL,AVIATION

Delivery Identification
OKINAWA505 - DFSP PDS OKINAWA

State

Region
WP

Throughput SPLC
940003270

Requirement SPLC
940003270

Delivery Address: DFSP PDS OKINAWA 505 OKINAWA 99999

Service Code
DLA

Delivery DODAAC
SE8P0F

Ordering Office DODAAC

Mode
BULK:TANKER

Receipt %
100

Max Parcel
235,000

Min Parcel

FOB Restriction
O

FSII
Y

SDA
N

CI
Y

Item: 0002
Quantity: 421,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 421,000

Period of Performance: 01/01/2020-12/31/2020

NSN
9130-007535026 (JA1)
TURBINE FUEL,AVIATION

Delivery Identification
OKINAWAGS - DFSP MCB GAS STATION

State
47

Region
WP

Throughput SPLC
940003270

Requirement SPLC
999900218

PAGE 15

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Delivery Address: DFSP MCB GAS STATIONS OKINAWA CAMP S D BUTLER 47 99999

Service Code Delivery DODAAC Ordering Office DODAAC
USMC SE8P09

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100			O	Y	Y	Y

Delivery Hours: 7:30-4:30

Item: T0007 **Throughput SPLC:** 940004270 Yokosuka
Quantity: 36,012,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 36,012,000

NSN	Delivery Identification	State
9130-007535026 (JA1)	HAKOZAKI - YOKOSUKA	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940004270

Delivery Address: DEFENSE FUEL SUPPLY POINT HAKOZAKI Mubanchi, Nagaura-cho, Yokosuka-shi Kanagawa 237-0072

Service Code Delivery DODAAC Ordering Office DODAAC
NAVY SE8N07

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	Y	N	Y
BULK:TANKER	100	235,000		O	Y	N	Y

Item: 0008
Quantity: 18,012,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 18,012,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9130-007535026 (JA1)	HAKOZAKI - YOKOSUKA	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940004270

Delivery Address: DFSP HAKOZAKI YOKOSUKA 99999

Service Code Delivery DODAAC Ordering Office DODAAC
NAVY SE8N07

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	Y	N	Y
BULK:TANKER	100	235,000		O	Y	N	Y

Item: 0010
Quantity: 18,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 18,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9130-007535026 (JA1)	HACHINOHE2 - DFSP HACHINOHE II	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940005270

Delivery Address: DFSP HACHINOHE II HACHINOHE 99999

Service Code Delivery DODAAC Ordering Office DODAAC
DLA SE8P00

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	33,000		O	Y	N	Y

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Item: T0008 **Throughput SPLC:** 942037347 DFSP ULSAN
Quantity: 22,223,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 22,223,000

NSN 9130-007535026 (JA1) Delivery Identification ULSAN - DFSP ULSAN State
TURBINE FUEL,AVIATION

Region Throughput SPLC Requirement SPLC
WP 942037347 942037347

Delivery Address: 553-9, Yongyeon dong, Nam gu, Ulsan city, Gyeongsangnam do

Service Code Delivery DODAAC Ordering Office DODAAC
DLA SE8P08

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	Y	N	Y
BULK:PIPE	100	235,000		D	Y	N	Y

Item: 0013
Quantity: 18,772,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 18,772,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-007535026 (JA1) Delivery Identification SEONGNAM - DFSP SEONGNAM State
TURBINE FUEL,AVIATION

Region Throughput SPLC Requirement SPLC
WP 942037347 942037248

Delivery Address: SEONGNAM 99999

Service Code Delivery DODAAC Ordering Office DODAAC
DLA SE8P04

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	85,000		O	Y	N	Y

Delivery Hours: MON-FRI 8AM-4PM

Item: 0012
Quantity: 2,050,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,050,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-007535026 (JA1) Delivery Identification PYONGTAEK - DFSP PYONGTAEK State
TURBINE FUEL,AVIATION

Region Throughput SPLC Requirement SPLC
WP 942037347 990004270

Delivery Address: US MILITARY BASE CAMP HUMPHRIES PYEONGTAEK 99999

Service Code Delivery DODAAC Ordering Office DODAAC
DLA SE8P06

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	8,000	2,000	O	Y	N	Y

Delivery Hours: MON- FRI 8AM-4PM

Item: 0011
Quantity: 1,401,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 1,401,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-007535026 (JA1) Delivery Identification HUMPHREYS1 - CAMP HUMPHREYS HRP State
TURBINE FUEL,AVIATION

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707					
Section B							
Region WP	Throughput SPLC 942037347	Requirement SPLC 942017250					
Delivery Address: W3BH USA GARRISON HUMPHREYS PYEONGTAEK 99999							
Service Code	Delivery DODAAC SE8A05	Ordering Office DODAAC					
Mode BULK:PIPE	Receipt % 100	Max Parcel 8,000	Min Parcel 2,000	FOB Restriction O	FSII Y	SDA Y	CI Y

Item: T0009 Throughput SPLC: 990003270 DFSP GUNSAN Quantity: 13,590,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 13,590,000							
NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION	Delivery Identification GUNSAN2 - DFSP GUNSAN			State			
Region WP	Throughput SPLC 990003270	Requirement SPLC 990003270					
Delivery Address: 642 Manho-ri, Poseung-eup, Pyeongtaek-si, Gyeonggi-do							
Service Code DLA	Delivery DODAAC SE8POB	Ordering Office DODAAC					
Mode BULK:BARGE	Receipt % 100	Max Parcel 20,000	Min Parcel 10,000	FOB Restriction D	FSII Y	SDA N	CI Y
Delivery Mode Notes: BARGE MODE (B) IS RESTRICTED TO DESTINATION OFFERS.							
Item: 0007 Quantity: 13,590,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 13,590,000 Period of Performance: 01/01/2020-12/31/2020							
NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION	Delivery Identification GUNSAN2 - DFSP GUNSAN			State			
Region WP	Throughput SPLC 990003270	Requirement SPLC 990003270					
Delivery Address: DLA ENERGY DFSP KUNSAN KUNSAN 99999							
Service Code DLA	Delivery DODAAC SE8POB	Ordering Office DODAAC					
Mode BULK:BARGE	Receipt % 100	Max Parcel 20,000	Min Parcel 10,000	FOB Restriction D	FSII Y	SDA N	CI Y
Delivery Mode Notes: BARGE MODE (B) IS RESTRICTED TO DESTINATION OFFERS.							

Item: T0010 Throughput SPLC: 999900066 DFSP GUAM 2 Quantity: 40,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 40,000,000							
NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION	Delivery Identification COCO GUAM - DFSP GUAM 2			State			
Region WP	Throughput SPLC 999900066	Requirement SPLC 999900066					
Delivery Address: Tristar Term Guam, INC., Agat Term, Rt. 2A, Santa Rits Ind D AGAT 96915							
Service Code DLA	Delivery DODAAC SE8POG	Ordering Office DODAAC					
Mode BULK:TANKER	Receipt % 100	Max Parcel 235,000	Min Parcel	FOB Restriction O	FSII N	SDA N	CI N

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Item: 0001

Quantity: 40,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 40,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9130-007535026 (JA1)	ANDERSEN - YIGO ANDERSON AFB	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	999900066	950002240

Delivery Address: 36 LRS LGRF UNIT 14043 BLDG 26203 YIGO ANDERSON AFB APO 96543

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	15,000		O	Y	Y	Y
BULK:TRUCK	100			O	Y	Y	Y

Delivery Notes: END USER CAN BE SUPPLIED NEAT THROUGH TERMINAL DFSP GUAM. IF OFFERED DIRECTLY TO ANDERSEN, IT MUST INCLUDE ALL ADDITIVES.

Item: T0011 **Throughput SPLC:** 999900258 KOA KOREA - DFSP WEST PYONGTAEK
Quantity: 3,011,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 3,011,000

NSN	Delivery Identification	State
9130-007535026 (JA1)	WPYONGKOA - KOA KOREA - DFSP WEST PYONG	KR
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	999900258	999900258

Delivery Address: 642 Manho-ri, Poseung-eup, Pyeongtaek-si, Gyeonggi-do

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0J	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O/D	N	N	N

Delivery Notes: FOB D Will be evaluated as a Barge Max Parcel 20,000 bbls. FOB O will be evaluated as a shallow draft tanker 20,000 -40,000 bbls.

Item: 0005

Quantity: 1,948,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 1,948,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9130-007535026 (JA1)	WPYONGKOA - KOA KOREA - DFSP WEST PYONG	KR
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	999900258	999900258

Delivery Address: 642 MANHO RI POSUNG EUP PYEONGTAEK-SI KR 451-821

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0J	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O/D	N	N	N

Delivery Notes: FOB D Will be evaluated as a Barge Max Parcel 20,000 bbls. FOB O will be evaluated as a shallow draft tanker 20,000 -40,000 bbls.

Item: 0004

Quantity: 709,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 709,000

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION	Delivery Identification SEOULK16 - K-16 SEOUL AB	State
--	---	-------

Region WP	Throughput SPLC 999900258	Requirement SPLC 942023240
--------------	------------------------------	-------------------------------

Delivery Address: AIRFIELD OPERATIONS BLDG T 3 K-16 SEOUL AB 13103

Service Code DLA	Delivery DODAAC SE8A08	Ordering Office DODAAC
---------------------	---------------------------	------------------------

Mode BULK:TRUCK	Receipt % 100	Max Parcel	Min Parcel	FOB Restriction O	FSII Y	SDA Y	CI Y
--------------------	------------------	------------	------------	----------------------	-----------	----------	---------

Delivery Mode Notes: TRUCK DELIVERY MODE (T) IS RESTRICTED TO DESTINATION OFFERS.

Delivery Hours: MON-FRI 8AM-4PM

Delivery Notes: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP ULSAN.

Item: 0003

Quantity: 354,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 354,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-007535026 (JA1) TURBINE FUEL,AVIATION	Delivery Identification POHANG - DFSP POHANG	State
--	---	-------

Region WP	Throughput SPLC 999900258	Requirement SPLC 942001280
--------------	------------------------------	-------------------------------

Delivery Address: DFSP POHANG POHANG 99999

Service Code DLA	Delivery DODAAC SE8P0D	Ordering Office DODAAC
---------------------	---------------------------	------------------------

Mode BULK:TRUCK	Receipt % 100	Max Parcel	Min Parcel	FOB Restriction O	FSII Y	SDA Y	CI Y
--------------------	------------------	------------	------------	----------------------	-----------	----------	---------

Delivery Hours: 8AM-4PM

Delivery Notes: Preference, offered through DFSP W PYONGTEAK. Can be offered through DFSP ULSAN .

TURBINE FUEL,AVIATION,JP5,1.1C

9130-002732379

PR #: 0078694663,0078694662,0078694352

JP5 Requirement Totals are as follows:

<u>Total Qty</u>	<u>Set Aside</u>	<u>8A Reservation Qty</u>	<u>Non Set Aside Qty</u>	<u>UoM</u>
77,822,000	0	0	77,822,000	UG6

Total Estimated (JP5) Quantity to be Purchased: 77,822,000

<u>EPA Region</u>	<u>Quantity</u>	<u>Escalator Id</u>	<u>Base Ref Price</u>	<u>Base Ref Date</u>
WP	77,822,000	SP0REJET	0.000000	00/00/0000

WP _____

Item: T0012 **Throughput SPLC:** 940002270 DFSP AKASAKI

Quantity: 7,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 7,000,000

NSN	Delivery Identification	State
-----	-------------------------	-------

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707					
Section B							
9130-002732379 (JP5) AKASAKI - DFSP AKASAKI TURBINE FUEL,AVIATION							
Region WP	Throughput SPLC 940002270	Requirement SPLC 940002270					
Delivery Address: 0 Banchi, Akasaki-cho Sasebo-shi Nagasaki Prefecture 857-0064							
Service Code NAVY	Delivery DODAAC SE8N08	Ordering Office DODAAC					
Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	Y	N	Y
BULK:TANKER	100	235,000		O	Y	N	Y
Item: 0035							
Quantity: 7,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 7,000,000							
Period of Performance: 01/01/2020-12/31/2020							
NSN Delivery Identification State 9130-002732379 (JP5) AKASAKI - DFSP AKASAKI TURBINE FUEL,AVIATION							
Region WP	Throughput SPLC 940002270	Requirement SPLC 940002270					
Delivery Address: DFSP AKASAKI SASEBO 857-0064							
Service Code NAVY	Delivery DODAAC SE8N08	Ordering Office DODAAC					
Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	Y	N	Y
BULK:TANKER	100	235,000		O	Y	N	Y

Item: T0013 Throughput SPLC: 940003270 DFSP PDS OKINAWA							
Quantity: 3,547,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 3,547,000							
NSN Delivery Identification State 9130-002732379 (JP5) OKINAWA505 - DFSP PDS OKINAWA TURBINE FUEL,AVIATION							
Region WP	Throughput SPLC 940003270	Requirement SPLC 940003270					
Delivery Address: 505 QM HHC AUG BLD 312 TENGAN PR CMP CRTY BLD 53115B RT 74 OKINAWA 904-2143							
Service Code DLA	Delivery DODAAC SE8P0F	Ordering Office DODAAC					
Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	40,000		O	Y	N	Y
Delivery Mode Notes: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP HAKOZAKI-YOKOSUKA AND DFSP AKASAKI.							
Item: 0028							
Quantity: 3,547,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 3,547,000							
Period of Performance: 01/01/2020-12/31/2020							
NSN Delivery Identification State 9130-002732379 (JP5) FUTENMA - MCAS FUTENMA TURBINE FUEL,AVIATION							
Region WP	Throughput SPLC 940003270	Requirement SPLC 940000280					
Delivery Address: MCAS FUTENMA OKINAWA 99999							
Service Code DLA	Delivery DODAAC SE8C02	Ordering Office DODAAC					

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707					
Section B							
Mode BULK:PIPE	Receipt % 100	Max Parcel	Min Parcel	FOB Restriction O	FSII Y	SDA N	CI Y
Delivery Mode Notes: 1) PIPELINE ORIGINATES AT DFSP OKINAWA.							

Item: T0014 Throughput SPLC: 940004270 Yokosuka Quantity: 9,405,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 9,405,000							
NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION		Delivery Identification HAKOZAKI - YOKOSUKA		State			
Region WP	Throughput SPLC 940004270	Requirement SPLC 940004270					
Delivery Address: DEFENSE FUEL SUPPLY POINT HAKOZAKI TERMINAL 011 81 6160 44 2 YOKOSUKA 99999							
Service Code NAVY		Delivery DODAAC SE8N07		Ordering Office DODAAC			
Mode BULK:BARGE BULK:TANKER	Receipt % 100 100	Max Parcel 40,000 235,000	Min Parcel	FOB Restriction O O	FSII Y Y	SDA N N	CI Y Y
Item: 0033 Quantity: 5,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 5,000,000 Period of Performance: 01/01/2020-12/31/2020							
NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION		Delivery Identification HAKOZAKI - YOKOSUKA		State			
Region WP	Throughput SPLC 940004270	Requirement SPLC 940004270					
Delivery Address: DFSP HAKOZAKI YOKOSUKA 99999							
Service Code NAVY		Delivery DODAAC SE8N07		Ordering Office DODAAC			
Mode BULK:BARGE BULK:TANKER	Receipt % 100 100	Max Parcel 40,000 235,000	Min Parcel	FOB Restriction O O	FSII Y Y	SDA N N	CI Y Y
Item: 0026 Quantity: 4,405,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 4,405,000 Period of Performance: 01/01/2020-12/31/2020							
NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION		Delivery Identification ATSUGI - ATSUGI		State 14			
Region WP	Throughput SPLC 940004270	Requirement SPLC 940000290					
Delivery Address: YOKOSUKA FUEL FARM BLDG 157 ATSUGI 14 252-1101							
Service Code NAVY		Delivery DODAAC SE8N02		Ordering Office DODAAC			
Mode BULK:TRUCK	Receipt % 100	Max Parcel	Min Parcel	FOB Restriction O/D	FSII Y	SDA N	CI Y
Delivery Hours: 7:30AM-4:00PM							
Delivery Notes: May be offered through DFSP Hakozaiki-Yokosuka. FOB destination truck award will be restricted to 50% of the total volume.							

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

Item: T0015 **Throughput SPLC:** 950001270 DFSP GUAM
Quantity: 7,700,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 7,700,000

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION	Delivery Identification GUAM - DFSP GUAM	State
--	---	-------

Region WP	Throughput SPLC 950001270	Requirement SPLC 950001270
--------------	------------------------------	-------------------------------

Delivery Address: NAVSUP FUEL DIV BLDG 1700, LWR SAS VAL RT.1 MARIANA CORP DR PITI 96915

Service Code DLA	Delivery DODAAC SE8N00	Ordering Office DODAAC
---------------------	---------------------------	------------------------

Mode BULK:TANKER	Receipt % 100	Max Parcel 150,000	Min Parcel	FOB Restriction O	FSII Y	SDA N	CI Y
---------------------	------------------	-----------------------	------------	----------------------	-----------	----------	---------

Item: 0034
Quantity: 7,700,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 7,700,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION	Delivery Identification GUAM - DFSP GUAM	State
--	---	-------

Region WP	Throughput SPLC 950001270	Requirement SPLC 950001270
--------------	------------------------------	-------------------------------

Delivery Address: PITI 96010

Service Code DLA	Delivery DODAAC SE8N00	Ordering Office DODAAC
---------------------	---------------------------	------------------------

Mode BULK:TANKER	Receipt % 100	Max Parcel 150,000	Min Parcel	FOB Restriction O	FSII Y	SDA N	CI Y
---------------------	------------------	-----------------------	------------	----------------------	-----------	----------	---------

Item: 0029
Quantity: 15,500,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 15,500,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION	Delivery Identification IWAKUNI - MCAS IWAKUNI	State
--	---	-------

Region WP	Requirement SPLC 940002280
--------------	-------------------------------

Delivery Address: MCAS IWAKUNI 2 DEPT BLDG 1018 IWAKUNI 99999

Service Code USMC	Delivery DODAAC SE8C01	Ordering Office DODAAC
----------------------	---------------------------	------------------------

Mode BULK:BARGE	Receipt % 100	Max Parcel 40,000	Min Parcel	FOB Restriction O	FSII Y	SDA N	CI Y
--------------------	------------------	----------------------	------------	----------------------	-----------	----------	---------

Delivery Notes: 1) END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP AKASAKI AND DFSP HAKOZAKI.

Item: 0037
Quantity: 12,200,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 12,200,000

Period of Performance: 01/01/2020-12/31/2020

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707	
--------------------	--	--

Section B

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION
 Delivery Identification DIEGO - DFSP DIEGO GARCIA
 State GU

Region WP Requirement SPLC 960001270

Delivery Address: DFSP DIEGO DIEGO GARCIA GU 99999

Service Code Delivery DODAAC SE8N0D Ordering Office DODAAC

Mode Receipt % Max Parcel Min Parcel FOB Restriction FSII SDA CI
 BULK:TANKER 100 235,000 O Y N Y

Item: 0036

Quantity: 9,870,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 9,870,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION
 Delivery Identification SUBICBAY - DFSP SUBIC BAY
 State

Region WP Requirement SPLC 999900117

Delivery Address: SUBIC BAY 99999

Service Code Delivery DODAAC SE8P0H Ordering Office DODAAC

Mode Receipt % Max Parcel Min Parcel FOB Restriction FSII SDA CI
 BULK:TANKER 100 235,000 O Y N Y

Item: 0030

Quantity: 4,000,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 4,000,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION
 Delivery Identification STARJEBEL - DFSP JEBEL ALI
 State

Region WP Requirement SPLC 970001270

Delivery Address: DFSP STAR JEBEL ALI DUBAI 99999

Service Code Delivery DODAAC SE7P04 Ordering Office DODAAC

Mode Receipt % Max Parcel Min Parcel FOB Restriction FSII SDA CI
 BULK:TANKER 100 150,000 O Y N Y
 BULK:PIPE 100 D

Item: 0032

Quantity: 2,600,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 2,600,000

Period of Performance: 01/01/2020-12/31/2020

NSN 9130-002732379 (JP5) TURBINE FUEL,AVIATION
 Delivery Identification WAKE - WAKE ISLAND
 State AP

Region WP Requirement SPLC 930003240

Delivery Address: BLDG 1402 FUELS SUPERVISOR WAKE ISLAND AP 96898

Service Code Delivery DODAAC SE8F0H Ordering Office DODAAC

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE602-19-R-0707		
---------------------------	--	--	--

Section B

Mode
 BULK:BARGE

Receipt %
 100

Max Parcel
 40,000

Min Parcel

FOB Restriction
 O

FSII
 Y

SDA
 N

CI
 Y

Delivery Notes: END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP AKASAKI, DFSP HAKOZAKI- YOKOSUKA AND DFSP GUAM.

Item: 0027
Quantity: 2,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,000,000
Period of Performance: 01/01/2020-12/31/2020

NSN
 9130-002732379 (JP5)
 TURBINE FUEL,AVIATION

Delivery Identification
 FUJAIRAH - DFSP FUJAIRAH

State

Region
 WP

Requirement SPLC
 970002270

Delivery Address: DFSP FUJAIRAH FUJAIRAH 99999

Service Code
 SE7P05

Delivery DODAAC
 SE7P05

Ordering Office DODAAC

Mode
 BULK:TANKER
 BULK:PIPE

Receipt %
 100
 100

Max Parcel
 190,000

Min Parcel

FOB Restriction
 O
 D

FSII
 Y

SDA
 N

CI
 Y

Item: 0031
Quantity: 2,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,000,000
Period of Performance: 01/01/2020-12/31/2020

NSN
 9130-002732379 (JP5)
 TURBINE FUEL,AVIATION

Delivery Identification
 KWAJALEIN - KWAJALEIN MISSILE RANGE

State

Region
 WP

Requirement SPLC
 930000240

Delivery Address: W6ZA USAG KWAJ ATOLL MARSHALL ISLANDS 99999

Service Code
 SE8A00

Delivery DODAAC
 SE8A00

Ordering Office DODAAC

Mode
 BULK:BARGE

Receipt %
 100

Max Parcel
 40,000

Min Parcel

FOB Restriction
 O

FSII
 Y

SDA
 N

CI
 Y

Item: 0038
Quantity: 2,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,000,000
Period of Performance: 01/01/2020-12/31/2020

NSN
 9130-002732379 (JP5)
 TURBINE FUEL,AVIATION

Delivery Identification
 SALALAH - DFSP SALALAH

State

Region
 WP

Requirement SPLC
 999900173

Delivery Address: DFSP SALALAH PORT OF SALALAH 99999

Service Code
 DLA

Delivery DODAAC
 SE7P0B

Ordering Office DODAAC

Mode
 BULK:TANKER

Receipt %
 100

Max Parcel
 310,000

Min Parcel

FOB Restriction
 O

FSII
 Y

SDA
 N

CI
 Y

FUEL OIL,INTERMEDIA,RME,1.1A
 9140-014435048
PR #: 0078694663,0078694662,0078694352

Section B

RME Requirement Totals are as follows:

<u>Total Qty</u>	<u>Set Aside</u>	<u>8A Reservation Qty</u>	<u>Non Set Aside Qty</u>	<u>UoM</u>
4,200,000	0	0	4,200,000	UG6

Total Estimated (RME) Quantity to be Purchased: 4,200,000

<u>EPA Region</u>	<u>Quantity</u>	<u>Escalator Id</u>	<u>Base Ref Price</u>	<u>Base Ref Date</u>
WP	4,200,000	SPOREGSOIL	0.000000	00/00/0000

WP

Item: 0025

Quantity: 4,200,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 4,200,000

Period of Performance: 01/01/2020-12/31/2020

NSN	Delivery Identification	State
9140-014435048 (RME)	DIEGO - DFSP DIEGO GARCIA	GU
FUEL OIL, INTERMEDIA		

Region	Requirement SPLC
WP	960001270

Delivery Address: DFSP DIEGO DIEGO GARCIA GU 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE8N0D	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	100,000	50,000	O	N	N	N

Delivery Notes: The Max Parcel size must be 100,000 BBLS and the Min Parcel Size must be 50,000 BBLS.

B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DLA ENERGY JAN 2012)

(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 contract provision; 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 contract provision, 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 contract provision.
- (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 Logistics Agency Energy (DLA Energy), 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 conditions of this contract provision, 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 conditions of this contract provision, 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 285% 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 conditions of this contract provision 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) 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 contract provision 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 conditions of this contract provision.
- (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 contract provision.
- (f) **TABLE.**

Name of Publication: PLATTS OILGRAM PRICE REPORT (U.S. EDITION)
Product Price Assessments: (Asia & Arab Gulf, FOB)

PRODUCT	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE USD/USG EFFECTIVE MARCH 19, 2019 (Excludes All Taxes)	ADJUSTMENT FACTOR USD/USG
F76	Gasoil 10 PPM (Spore Cargo, FOB)	\$1.931667	\$0.000000
F76	Gasoil 10 PPM (Arab Gulf, FOB)	\$1.882381	+\$0.001501
F76	ULSD 10 PPM (100% FOB Med Basis Italy)	\$1.922867	+\$0.010921
F76	Gasoil 0.1% S (FOB Med Cargo)	\$1.857850	+\$0.036785
JP5	Jet Kerosene (Spore Cargo, FOB)	\$1.898095	+\$0.000000
JP5	Jet Kerosene (Arab Gulf, FOB)	\$1.851667	+\$0.001347
JP5	Jet Av. Fuel (Cargoes FOB Med Basis Italy)	\$1.900250	+\$0.021872
JP5	Jet Kerosene CIF NWE (Cargo, FOB)	\$1.954449	+\$0.017595
JA1	Jet Kerosene (Spore Cargo, FOB)	\$1.898095	+\$0.000000
JA1	Jet Kerosene (Arab Gulf, FOB)	\$1.851667	+\$0.001347
JA1	Jet Av. Fuel (Cargoes FOB Med Basis Italy)	\$1.900250	+\$0.021872
JA1	Jet Kerosene CIF NWE (Cargo, FOB)	\$1.954449	+\$0.017595
RME 180	FO 180 CST 3.5%S (Spore Cargo, FOB)	\$1.579189	+\$0.000000
RME 180	FO 180 CST (Arab Gulf, FOB)	\$1.534861	+\$0.000025

NOTES:

- A. For Platts Oilgram: NOTE: The Reference prices are calculated by averaging the respective low prices and averaging the respective high prices for the ten published effective days' prices preceding the date of delivery. Both the low and high averages are then averaged to determine the new Reference Price. This average price is averaged to two (2) decimal places, regardless of whether the price is stated in dollars per barrel, dollars per metric ton, or cents per USG. This average will be converted to dollars per USG using the conversion factors cited in Paragraphs B, C, D, E, and F if needed, and rounded to six (6) decimal places. For example, assume a date of delivery on Friday and on that day, Platts published the effective price assessment for the previous day (Thursday). That previous day's effective price assessment would be the tenth day used to calculate the reference price. If a delivery were on Saturday, Sunday, or Monday, then the prior Friday's effective price, which is published on Monday, would be the tenth day used to calculate the reference price. Because Platts does not publish on the weekend, Saturday's, Sunday's, and Monday's reference price is calculated the same and then only Saturday's reference and unit prices are reflected in the contract price modification. For any consecutive particular product yet publishes other assessments for other products, then just that missing effective price for that particular product is not considered as a published day's price for reference price calculation purposes." Platts publishes prices Monday through Friday except holidays. A list of holidays is provided on Platts website at <http://www.platts.com/Client%20Services/>.

- B. Any product offer must specify on which escalator it is based. Offers for F76, JP5, JA1, JP8, and RME180 may use any or all of the stated escalators for that product.
- C. The conversion factor 315.30 USG/Metric Ton is used to calculate F76 escalator, GasOil 0.1%, Cargoes FOB Med Basis Italy.
- D. The conversion factor 328.42 USG/Metric Ton is used to calculate JP5, JP8, and JA1 escalators, Jet Av. Fuel, Cargoes FOB Med Basis Italy.
- E. The conversion factor 42 USG/Barrel is used to calculate prices cited in dollars per barrel, to include Gasoil (Asia), Gasoil (Arab Gulf, FOB), Jet Kerosene (Asia), and Jet Kerosene (Arab Gulf, FOB).
- F. The conversion factor 274.09 USG/Metric Ton is used to calculate RME escalators under FO180CST Singapore and FO 180CST Arab Gulf.
- G. Prices that are cited in cents per gallon are converted to dollars per gallon by dividing by 100 and rounding to six (6) decimal places.
- H. Adjustment Factors - For evaluation purposes only, the following Adjustment Factors are used when a product and the specified Base Price are identified in an offer: **Please see table above in section “(f) TABLE” of this contract text for applicable adjustment factors.**

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Refer to Solicitation Attachment for the applicable C QAPS within this solicitation.

SECTION E – INSPECTION AND ACCEPTANCE

Refer to Solicitation Attachment for the applicable E QAPS within this solicitation.

SECTION F – DELIVERIES OR PERFORMANCE

FAR 52.211-16 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) of this clause.
- (b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DLA ENERGY JAN 2012)

- (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 contract provision.
 - (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 contract provision, 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:
- (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.

F1.09 DETERMINATION OF QUANTITY (DLA ENERGY AUG 2015)

Quantity. The quantity of supplies furnished under this contract shall be determined as follows:

Free on Board (f.o.b.) origin. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

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 calibrated meter; or

Shipping/shore tank measurement.

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 calibrated meter; or shipping tank measurements.

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, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or, using calibrated scales; or certified capacity table for the rail tank car.

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 calibrated loading rack meter; or weight, using calibrated scales; or certified capacity table for the conveyance or container.

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 calibrated loading rack meter, loading either through top or bottom tank outlets (top loading requires loading gantry or "fall arrest" system), or certified capacity table for the container, or weight, using calibrated scales.

F.o.b. destination.

Deliveries by tanker or barge.

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 calibrated meters on the receiving tank system; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

Deliveries by pipeline.

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 calibrated meters on the pipeline junction or the receiving tank system; or receiving tank measurements.

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

All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Deliveries by rail tank car.

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 calibrated meter on the receiving tank system; or weight, using calibrated scales at the receiving location; or certified capacity table for the rail tank car; or receiving tank measurements.

All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Deliveries by tank truck/truck and trailer/tank wagon/intermodal container.

On items requiring delivery on a 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:

Calibrated temperature compensating meters on the receiving system (as identified in the schedule). Calibrated temperature compensating meter on the delivery conveyance (as identified in the schedule). Weight, using calibrated scales at the receiving location (as identified in the schedule).

Calibrated meters on the receiving system, requiring manual volume correction (as identified in the schedule).

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.

Calibrated meter on the delivery conveyance, requiring manual volume correction. Loading ticket, not volume corrected (requiring manual volume correction).

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 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) number 4 fuel oil (ASTM D 396).

Water bottoms.

Every delivery must be free of all water bottoms prior to discharge; and The Contractor is responsible for their removal and disposal.

Measurement restrictions. All methods of measurement described in this contract text are subject to government safety and environmental restrictions, foreign or domestic. Such restrictions may prohibit, or render ineffective, a particular method in some cases.

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 calibrations standards. In addition, the following specific standards will be used as applicable:

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 International Organization for Standardization (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.

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.

For lubricating oils, use Tables 5D and 6D, Tables 53D and 54D, or Tables 23D and 24D.

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.

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

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.

As an option to (b) (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.

If the original measurement is by weight and quantity is required in U.S. gallons, then— Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit. Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.

API MPMS, Chapter 4, Proving Systems. All meters used i

n 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 number/name of each meter; calibration frequency; date of the last calibration; due date for next calibration; name and signature of the person performing the calibration; traceability to master meter/prover used for calibration; and 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.

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.

Table F1.09a Conversion Factor Table			
Density @ 15°C	Gallons at 60°F to Liters at 15°C; Multiply by	Liters at 15C to Gallons at 60F, Multiply by	
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

Shipping documentation. When the Contractor's shipping document (such as a truck's metered ticket) is used to determine, or verify, the payment quantity under this contract, the following information shall be provided on that shipping document: gross and net quantity (gallons or liters, as required), observed and corrected API gravity/density, and the temperature (Fahrenheit or Celsius) at which the product was measured. This information shall be mechanically imprinted on the shipping document.

Although this will apply primarily to the use of meters in various applications, it also applies to any other quantity determination method. The following exceptions apply:

Where Government documents are the sole basis for payment, such as Department of Defense (DD) Form 250/250- 1s, the information is not required.

Where conveyances with temperature-compensating meters are used, the shipping document shall only be annotated with the corrected API gravity/density, the net quantity, and a statement that a temperature-compensating meter was used to determine net quantity.

Where conveyances with temperature compensating meters are not used, the shipping document shall be only be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

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.

F1.11 DLA INTERNET BID BOARD SYSTEM (DIBBS) (DLA ENERGY) (APR 2014) THIS PROVISION ONLY APPLIES TO DLA FUNDED LINE ITEMS.

- (a) Contractor Registration. Contractors must register in DIBBS to obtain a login account at <https://www.dibbs.bsm.dla.mil>. The login account will allow a contractor to register a primary and alternate

email address for notifications. Contractors are strongly encouraged to establish a group email address for the primary email address for the contractor's authorized point of contacts. The registered email addresses will be the only email used by the government to make notifications.

- (b) All contractors must have an active System for Award Management (SAM) account, <http://www.sam.gov> in order to register for DIBBS.
- (c) The Contractor shall use DIBBS to receive orders. DLA Energy will not be using DIBBS receipt of quotes capability. All quotations, proposals, bids shall be submitted in accordance with the terms and conditions of the solicitation.
- (d) Preparation and Transmission of Orders
 - (1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.
 - (2) Only a DLA Energy warranted Contracting Officer can issue an order, either orally or in writing, against a contract. An oral order issued by the warranted Contracting Officer shall provide the required advance notice to the Contractor and the following information: Interim order number; contract number; item number; ceiling price; quantity; delivery location; and the required delivery and/or service date.
 - (i) For all product orders, the Contractor will receive an electronically signed written order via DIBBS, within 24 hours or one business day after the warranted Contracting Officer issues an oral order.
 - (ii) For all service orders, the Contractor will receive an electronically signed written order via DIBBS, within five business days after issuing the oral order.
 - (iii) Interim order number is subject to change once the electronically signed written order is received by the contractor. The order number on the written order will take precedence over the interim order number, if different.
 - (iv) Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the terms and conditions of the contract.
 - (v) Once the order has been issued, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.
 - (3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.
 - (4) The Contractor's non receipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DLA Energy Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

F1.25 DELIVERY AND ORDERING PERIODS (DLA ENERGY JAN 2012)

- (a) This contract provision 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:
 - (1) Ordering Period Begins: **Date of Award** and Ends: **December 31, 2020**
 - (2) Delivery Period Begins: **January 1, 2020** and Ends: **30 days after the end of the ordering 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) 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.

- (e) 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.
- (f) Nothing included in this contract provision shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT provision.

**F15 BARGE AND/OR SHALLOW DRAFT TANKER DEMURRAGE AND
LOADING CONDITIONS (DLA ENERGY JAN 2018)**

On items calling for delivery f.o.b. barge and/or shallow draft 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 shallow draft 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 shallow draft 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.

(b) EXPECTED TIME OF ARRIVAL.

- (1) 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--

(d) ALLOWED LAYTIME.

- (1) **BASIC ALLOWED LAYTIME.** For cargo movements under DLA Energy 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 contract text.
 - 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.

F16.01.100 BARGE DEMURRAGE AND UNLOADING CONDITIONS (BULK) (DLA ENERGY May 2019)

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. shallow draft 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 contract text 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.

F51 SHIPMENT AND ROUTING (OVERSEAS) (DLA ENERGY 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 bulkplant --

- (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.

F52.100 TANKER DEMURRAGE AND LOADING CONDITIONS (DLA ENERGY MAY 2019)

On items calling for delivery f.o.b. 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. tanker 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 (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 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 45 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 DLA Energy 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.
 - 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 contract provision.
 - 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.
- (3) 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:
 - i. 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.
 - ii. 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;
- (4) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.
- (5) 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.

The temperature of any fuel oil loaded shall be at least 100°F below the flash point of the oil and in no case higher than 150°F if the cargo tanks are uncoated, or 135°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°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 100°F below the flash point of the product.

F52.01 TANKER STANDARDS AND REQUIREMENTS (DLA ENERGY 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 DLA Energy 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.

F54 TANKER UNLOADING CONDITIONS (DLA ENERGY AUG 2007)

On items calling for deliver 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.

- (b) The Contractor will provide the following information with the vessel nomination prior to the Government accepting the vessel for use:
- (i) 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;
 - (ii) Questionnaire 88 with full vessel particulars; and
 - (iii) Vessel's prior two cargoes carried.
 - (iv) 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.
 - (v) 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 boardships.

F92.03 Refinery Shutdown Schedule For Contract Period (DLA Energy Bulk MAY 2019)

(a) The offeror shall furnish to the Contracting Officer a refinery shutdown schedule for the contract period. DLA Energy will review the offered quantity, parcel sizes, and lift intervals in conjunction with the turnaround period to ensure that the entire offered quantity can be delivered during the performance period and will meet operational requirements.

(b) The offeror shall provide the following information for each product offered:

(1) No shutdowns planned []

(2) Shutdowns Planned []

(i) Refinery

location: _____;

(ii) Shutdown
period:_____;

(iii) Impact of shutdown period on supply
availability:_____

(c) Unless the offeror states otherwise, the offer will be evaluated on the basis that there will be no refinery shutdowns for turnarounds that will have an impact on supply availability.

F105.01 DEADFREIGHT (DLA ENERGY JAN 2012)

(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 (x)
Vessel daily Cost
DIVIDED BY (/)
Vessel capacity in barrels
TIMES (x)
Total barrels scheduled to load
MINUS(-)
Total barrels loaded
<u>EQUALS (=)</u>
Deadfreight cost

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

- (1) "Total days of the cargo," as used in this contract provision, 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 contract provision, 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 contract provision, is the total quantity (all products) reflected on the latest DD Form 1155.
- (4) "Total barrels loaded," as used in this contract provision, is the total quantity (all products) shown as loaded on the DD Form 250-1.

F109 IN-LINE BLENDING OF NONAVIATION PETROLEUM PRODUCTS (DLA ENERGY JAN 2012)

(a) In response to this solicitation, offerors may offer non-aviation 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 contract provision. 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.

SECTION G – CONTRACT ADMINISTRATION DATA

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports
- (c) WAWF access. To access WAWF, the Contractor shall—
 - (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
 - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
 - (1) Document type. The Contractor shall submit payment requests using the following document type(s):
 - (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
 - (ii) For fixed price line items—
 - (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

- (2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

G3 INVOICE NUMBERING REQUIREMENTS (DLA ENERGY 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.

G6 INVOICE DISCREPANCIES (BULK) (DLA ENERGY JAN 2012)

- (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) contract provision, 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.

G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DLA ENERGY 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 origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DLA ENERGY JAN 2012)

- (a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (c) 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 DLA Energy region. Data specified shall be submitted to one of the following DLA Energy offices which are listed in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS provision.

DLA Energy Americas – East
DLA Energy Americas – West
DLA Energy Europe
DLA Energy Pacific
DLA Energy Middle East

Any questions regarding the submission of data under a particular contract should be directed to the responsible DLA Energy 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.

DATA DD FORM 250 BLOCK NO./DATA

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 DLA Energy office in lieu of the signed copy referenced in (2) above.

SECTION I – CONTRACT CLAUSES

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

a) Definition. As used in this clause--

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;

2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM 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 SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)
(1)

(i) If a Contractor has legally changed its business name or “doing business as” 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 SAM;

(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 shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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 SAM record 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 SAM. Information provided to the Contractor's SAM 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.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2019) TAILORED)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights –
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **Invoice.**
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Electronic funds transfer (EFT) banking information.
- (3) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **Payment.**
- (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) **Prompt Payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) **Interest.**
- (i) All amounts that become payable by the Contractor to the Government under this contract 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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) **Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights

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

- (n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) **System for Award Management (SAM).**
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)
 - (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 SAM database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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.

- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record 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 SAM database. Information provided to the Contractor's SAM 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.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.
- (u) **Unauthorized Obligations.**
 - (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
 - (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) **Incorporation by reference.** The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2019)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
 - (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☒ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (Aug 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.

- ___ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (ii) Alternate I (July 2014) of 52.222-35.
- ___ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (ii) Alternate I (July 2014) of 52.222-36.
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- ___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- _X_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _X_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- _X_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.
- ___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- ___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Jan 2019). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

C) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(F) 52.222–26, Equal Opportunity (Sep 2016) (E.O. 11246).

- (G) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (H) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (I) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
Flow down required in accordance with paragraph (f) of FAR clause 52.222–40.
- (J) 52.222–41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (K) ____ (1) 52.222–50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
____ (2) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 E.O. 13627).
- (L) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (M) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (N) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (O) 52.222–55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) 52.222–62, Paid sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) (1) 52.224–3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224–3

(R) 52.225–26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(S) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(T) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

In lieu of the clause at FAR 52.212–5, use the following clause in solicitations and contracts when utilizing FAR part 12 procedures for the acquisition of commercial items and the clause logic capability available in the Standard Procurement System.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (SEP 2018)

- (a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any

record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
 - (iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
 - (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
 - (xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (2018-O0021) (SEP 2018). As prescribed in 12.301(b) (4)(i), delete paragraph (a) from the basic clause, redesignate paragraph (b) (1) as paragraph (a), and redesignate paragraphs (b) (1) (i) through (b) (1) (xiv) as paragraphs (a) (1) through (a) (14) and redesignate paragraph (b)(2) as paragraph (b).

Alternate II (2018-O0021) (Sep 2018). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (b)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)(41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)(Section 1634 or Pub. L. 115-91).

(D) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (E) 52.222-1, Prohibition on Segregated Facilities (Apr 2015)
- (F) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (G) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (H) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (I) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (J) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. Chapter 67).
- (K)__(1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. Chapter 78 and E.O. 13627).
__(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. Chapter 78 and E.O. 13627).
- (L) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. Chapter 67).
- (M) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- (N) 52.222-54, Employment Eligibility Verification (Oct 2015)(E.O. 12989).
- (O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (P) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)(E.O. 13706).
- (Q)(1) 52.224-3, Privacy Training (Jan 2017)(5 U.S.C. 552a).
(2) Alternate I (Jan 2017) of 52.224-3.
- (R) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (S) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C.1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (T) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

FAR 52.216-22**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 **January 30, 2020**.

FAR 52.225-5**TRADE AGREEMENTS**

- (a) Definitions. As used in this clause –

“Caribbean Basin country end product”

- (1) Means an article that—

- (i)

- (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

- (B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

- (ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

- (A) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

- (1) Tuna, prepared or preserved in any manner in airtight containers;

- (2) Petroleum, or any product derived from petroleum;

- (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

- (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

- (B) Access to the HTSUS to determine duty-free status of articles of these types is available at <https://usitc.gov/tata/hts/index.htm>. In particular, see the following:

- (1) General Note 3(c), Products Eligible for Special Tariff treatment.

- (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.

- (3) Section XXII, Chapter 98, Subchapter II Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

- (4) Section XXII, Chapter 98, Subchapter XX Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

- (2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)”), Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Free Trade Agreement country end product” means an article that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Least developed country end product” means an article that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

Clause incorporated by reference are as follows:

Clause/Provision Number	Clause/Provision Title
FAR 52.202-1	DEFINITIONS (NOV 2013)
FAR 52.203-3	GRATUITIES (APRIL 1984)
FAR 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
FAR 52.204-20	PREDECESSOR OF OFFEROR (JULY 2016)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
FAR 52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
FAR 52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

FAR 52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (OCT 2018)
FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR1991)
FAR 52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATION (AUG 2018)
FAR 52.229-6	TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
FAR 52.232-1	PAYMENTS (APR 1984)
FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.232-11	EXTRAS (APR 1984)
FAR 52.232-17	INTEREST (MAY 2014)
FAR 52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
FAR 52.233-2	SERVICE OF PROTEST (SEP 2006)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR 52.245-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
FAR 52.242-13	BANKRUPTCY (JUL 1995)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)
FAR 52.243-1	CHANGES- FIXED PRICE (AUG 1987)
FAR 52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
FAR 52.247-29	F.O.B. ORIGIN (FEB 2006)
FAR 52.247-34	F.O.B. DESTINATION (NOV 1991)
FAR 52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
DFARS 252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)
DFARS 252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)
DFARS 252.203-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2019)
DFARS 252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)
DFARS 252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)
DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)
DFARS 252.215-7008	ONLY ONE OFFER (OCT 2013)
DFARS 252.219-7000	ADVANCING SMALL BUSINESS GROWTH (SEP 2016)
DFARS 252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2018)
DFARS 252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)
DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017)
DFARS 252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

DFARS 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)
DFARS 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)
DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS) (JUN 1997)
DFARS 252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
DFARS 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUNE 2013)
DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
DFARS 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA—BASIC (FEB 2019)

DFARS 252.205-7006 ORDERING (MAY 2011)

- (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 contract schedule. Such orders may be issued from **Date of Award** through **December 31, 2020**.
- (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)
 - (1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
 - (2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
 - (3) Orders may be issued orally only if authorized in the schedule.

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (NOV 2014)

- (a) Definitions. “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” as used in this provision have the meanings given in the Trade Agreements—Basic clause of this solicitation.
- (b) Evaluation. The Government—
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or
 - (iii) A national interest waiver has been granted.
- (c) Certification and identification of country of origin.
 - (1) For all line items subject to the Trade Agreements—Basic clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

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

(Line Item Number)

(Country of Origin)

(End of provision)

DFARS 252.225-7021 TRADE AGREEMENTS – BASIC (DEC 2017)

(a) Definitions. As used in this clause

“Caribbean Basin country end product”

(1) Means an article that

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(2) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means –

(a) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate

- Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);
- (b) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);
 - (c) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
 - (d) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that –

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that –

- (i) Is wholly the growth, product, or manufacture of a least developed country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic

Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if— “United States” means the 50 States, the District of Columbia, and outlying areas.
 - i. The cost of the following types of components exceeds 50 percent of the cost of all its components:
 - 1. Components mined, produced, or manufactured in a qualifying country.
 - 2. Components mined, produced, or manufactured in the United States.
 - 3. Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - ii. The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that

- (i) Is mined, produced, or manufactured in the United States; or
- (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that

- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

- (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—
 - (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and
 - (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or
 - (ii) A national interest waiver has been granted.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:
 - (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
 - (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.
 - (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
 - (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DLA ENERGY FEB 2009)

- (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 or fail to comply with the requirements of this contract 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. 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.

I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DLA ENERGY NOV 2011)

- (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 for F-76, JP5, JA1 and 50 percent for RME 180** 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 (e) 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 contract provision, the above mentioned total original estimated contract volume shall be that of the contract after award has been made of all items.

- (d) 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.
- (e) The scope of this contract does not include—
- (1) 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.

I190.04 SAFETY DATA SHEETS -- COMMERCIAL ITEMS (BULK) (DLA ENERGY JUL 2016)

- (a) For each item to be delivered under this contract, the apparently successful offeror shall submit, prior to award, a Safety Data Sheet (SDS), NOT a Material Safety Data Sheet (MSDS), that meets the requirements of both 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313. All data on the SDS shall be current, accurate, complete, and in compliance with Federal Standard No. 313. The apparently successful offeror is responsible for satisfying this requirement whether or not it is the actual manufacturer of the item. Failure to submit an SDS for each item to be delivered prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.
- (b) All SDSs shall be submitted to the Contracting Officer. Each SDS must cite the solicitation or contract number, the applicable Commercial and Government Entity (CAGE) code of the Contractor and the name of the manufacturer, and the National Stock Number (NSN).
- (c) For current contracts, the apparently successful offeror need not submit an SDS for an item for which they have submitted an acceptable SDS to DLA Energy within the past four years. At minimum, a new SDS must be prepared, dated, and submitted every four years.
- (d) If, at any time prior to or after award, there is either 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 contract text, the apparently successful offeror or Contractor shall promptly notify the Contracting Officer and submit a new SDS that is complete and accurate within 30 days of said change or revision.

I209.09 EXTENSION PROVISIONS (DLA ENERGY JAN 2012)

- (a) The Government shall have the right to extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor not later than 30 days prior to expiration of the contract ordering period or any extension thereof. Nothing in this contract provision precludes the Contractor from agreeing to an extension of the contract if the DLA Energy Contracting Officer fails to issue the notice prior to 30 days before the end of the ordering period.
- (b) Extension of this contract shall be considered to have been accomplished at the time the DLA Energy Contracting Officer provides written notification to the Contractor.

SECTION J – LIST OF ATTACHMENTS

DESCRIPTION
Attachment Fill-in Sheet
Attachment Equal Value Exchange of Fuel

Attachment DL2019 Small Business Sub-Contracting Plan
Attachment F76 TRACEABILITY FORM
Attachment C and E QAPs
Attachment AFRICOM Vendor Vetting Form

SECTION K – REPRESENTATION, CERTIFICATIONS AND STATEMENTS

K15.01 RELEASE OF UNIT PRICES (BULK) (DLA ENERGY NOV 2002)

- (a) The Defense Logistics Agency Energy (DLA Energy) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DLA Energy website throughout the delivery period of some contracts. Offerors have not objected to DLA Energy's routine release or disclosure of these unit prices.
- (b) DLA Energy will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR286h-3.
- (c) DLA Energy will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

K150 WIDE AREA WORKFLOW (WAWF) SUPPLEMENTAL INVOICE SUBMISSION (DLA ENERGY MAY 2014)

- (a) When a vendor becomes aware that an invoice was submitted for a price or quantity that is lower than the correct amount, the following needs to be done:
 - (1) The vendor will go to WAWF and try to recall the invoice and do changes in price or quantity. If the vendor is unable to recall the invoice:
 - (2) The vendor will submit via fax (Fuels EDM FAX Line: 614-701-2638 or DSN 791-2638/ Toll Free 855-234- 5592) a manual invoice to the payment office, SL4701, which identifies the invoice as an adjustment with an invoice number that is a derivation of the original invoice number that was submitted and paid. (For example, if the original invoice number was 12345, then adjustment invoice number shall be 12345ADJ).
 - (3) The adjustment invoice should have the original price or quantity cited as well as the corrected price or quantity and the net adjustment,
 - (4) All other proper invoice criteria, in accordance with the Prompt Payment Act, remain required for adjustment invoices.
 - (5) The vendor can print the WAWF invoice and use it to make the adjustments as described above.

If a vendor has payment status questions, they may contact either DFAS-Customer Service at DFAS-CO_LC@DFAS.MIL or dial 1-800-756-4571 option 2, or contact their DLA Energy Contracting Officer, to obtain contract information from their contract.

Note: The aforementioned email address contains an underscore “_” between the “CO” and “LC”.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (BULK) (TAILORED) (DLA ENERGY) (MAY 2019)

- (a) **North American Industry Classification System (NAICS) code and small business size standard.** The NAICS code and small business size standard for this acquisition is 324110. The small business size standard is 1,500 employees or no more than 200,000 barrels per calendar day. However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item that it did not itself manufacture, is 500 employees, including all affiliates.

- (b) **Submission of offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show –
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) “Remit to” address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) **All technically acceptable and responsible offerors will be evaluated in accordance with FAR 52.212-2 EVALUATION COMMERCIAL ITEMS.** A technically acceptable offer is one that meets the Government’s product requirements in Section B, specifications in Section C, quality assurance requirements in Section E, and delivery requirements in Section F. An offer that proposes an exception to one of the foregoing requirements will be reviewed to determine whether the fuel will meet the Government’s specification and delivery requirements, can physically be accepted, and not compromise fuel quality. If so, an offer containing the exception will also be technically acceptable. The offeror must demonstrate its understanding of the quality assurance requirements in E1 of the solicitation and provide evidence of an acceptable inspection system via the submission and acceptance of the supporting documentation required under Section E.
- (d) **Offer Entry Tool (OET).** Offers will be submitted through the Offer Entry Tool (OET). There are two types of OET instances or “rounds” that are available for use during the solicitation process – the “Standard” round and the “Price Reduction” round. A standard round is used for all offer inputs from initial offers on the solicitation through Final Proposal Revisions (FPR). In a standard OET round, the vendor can change most data fields in their offer, including adding and removing shipping locations, adding or removing origin and destination bid lines, quantities, prices, and offer conditions.

After the solicitation has been posted to the Federal Business Opportunities (FedBizOpps) website, it will be posted to the OET as the initial standard round. Please note that there can be multiple standard rounds. All initial offers must be submitted via this OET standard round no later than the date and time specified for the receipt of initial offers. Only those offers who have submitted an initial offer by the date and time specified will be eligible to submit data in later OET rounds.

DLA Energy will request offeror submission of Interim Proposal Revisions (IPRs) before the conclusion of negotiations. IPRs will be submitted through the OET and considered a standard round. The information in the OET will be evaluated in the BEM. Each offeror will be provided with a “Minimum Cost Bid Evaluation Worksheet” (MCBEW). The MCBEW will provide detailed information on how an offer is evaluated to each demand location. This report includes product price, method of delivery for each leg of the route, transportation and additive costs, any applicable evaluation factors, and the evaluated laid in price for each location. This information will be generated separately for each offeror, and each offeror will receive only the information applicable to their offer. IPRs will be the last opportunity for offerors to revise modes, shipping points, and sources of supply.

Offerors will be given time to review the MCBEW, after which DLA Energy will close negotiations and call for Final Proposal Revisions (FPRs). FPRs will be submitted through the OET and considered a standard round; however, the data fields for shipping points, FOB terms, reference prices, sources of supply, and modes of delivery may not be revised. FPRs will be evaluated in the Bid Evaluation Model (BEM). If an offeror chooses not to revise its offer during the FPR standard round, then unless the offer is withdrawn, the offeror must still re-submit its previously entered OET information to be evaluated as a final offer in the BEM for possible award. The Government reserves the right either to make awards based on the FPR BEM evaluation, or to conduct one or more additional standard or “price reduction” rounds in OET.

At the start of each “price reduction” round, offerors will be provided with an updated copy of the MCBEW. At this time, offerors will also be provided with a “Laid-Down Cost Report” (LCR). The LCR will provide information on the price currently in line for award at each demand location. This report is limited to providing the solicitation line item, location, quantity currently in line for award, and the laid in price for the quantity currently in line for award. The laid in price is an aggregate of product, additive and transportation costs, as well as any evaluation factor(s). No information concerning apparently successful offer, shipping point, or product routing is included. In contrast to a standard round, in an “price reduction” round an offeror is only allowed to lower their offered price, and may not make revisions to any other OET fields. All other OET fields, including product type, shipping location, quantity, conditions, etc., will be locked during an “price reduction” round.

During an “price reduction” round, the offeror is responsible for ensuring that the “offered price” field for each submitted offer line contains the offer price they wish to have evaluated. The price in the “offered price” field can be equal to or lower than the previously offered price (shown in the field directly to the left of the offer price field in OET). As with the standard rounds, offerors are responsible for submitting revisions before the stated closing date and time for the “price reduction” round. Revisions received after the stated closing date and time will not be considered, and, unless withdrawn, the offer will be evaluated using the final offered price that was submitted prior to the stated closing date and time.

- (e) **Period for acceptance of offers.** The offeror agrees to hold the prices in its offer firm for **195 calendar days** from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (f) **Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.
- (g) **Multiple offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (h) **Late submissions, modifications, revisions, and withdrawals of offers.**
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)
 - i. Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- ii. However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (i) **Contract award (not applicable to Invitation for Bids).** The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (j) **Multiple awards.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (k) **Availability of requirements documents cited in the solicitation.**
 - (1)
 - i. The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW Washington, DC 20407
Telephone (202) 619-8925

Facsimile (202 619-8978).
 - (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSISTwebsites –
 - i. ASSIST (<https://assist.dla.mil/online/start/>).
 - ii. Quick Search (<http://quicksearch.dla.mil/>).
 - iii. ASSISTdocs.com (<http://assistdocs.com>).

- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - i. Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
 - ii. Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - iii. Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (l) **Unique entity identifier.** (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.
- (m) **System for Award Management.** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.
- (n) **Debriefing.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Quantity, Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

L704 EVIDENCE OF RESPONSIBILITY (DLA ENERGY- BULK)

- (a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.
- (b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror may be required to submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

- (c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify—
 - (1) The volumes to be supplied;
 - (2) The specification(s) of product(s) to be supplied;
 - (3) The points of delivery and period of contract performance;
 - (4) The escalation provision(s) applicable to products to be supplied; and
 - (5) The supplier's delivery and inspection terms and conditions.
- (d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Interim Proposal Revisions. If required, a notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.
- (e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

L54 SITE VISIT (DLA ENERGY OCT 1992)

- (a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.
- (b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

SECTION M – EVALUATION FACTORS FOR AWARD

52.212-2 EVALUATION - COMMERCIAL ITEMS (APR 2019)

- (a) The Government will award one or more contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

FACTOR 1: TECHNICAL ACCEPTABILITY

The following subfactors are equal in importance: SUBFACTORS:

- 1. Supplies or Services and Prices/Costs, Section B
 - (i) Offer meets all schedule requirements in Section B
 - (ii) Offered line items meet the delivery requirements of the schedule for additives required
 - (iii) Offered line items meet the delivery requirements of the schedule for mode and FOB point
 - (iv) Offered line items meet the required minimum and maximum quantity of the schedule
- 2. Description/Specification/Statement of Work, Section C
 - (i) Offer meets all specification requirements outlined in Section C provisions
 - (ii) For F76 offers, offer includes a completed and signed Traceability form for F76 fuel offers in accordance with Provision C16.23 FUEL, NAVAL DISTILLATE (F-76).
- 3. Inspection and Acceptance, Section E
 - (i) Offer meets all inspection requirements outlined in Section E Provisions
 - (ii) Offer includes a copy of the dated coversheet and table of contents of an existing Quality Control Plan (QCP), no more than 24 months old or an outline, not to exceed two pages in length of a proposed QCP describing the offeror's current inspection system and quality assurance procedures, with references to the corresponding requirements in provisions E1 and/or E1.21
- 4. Deliveries or Performance, Section F
 - (i) Offer meets all requirements outlined in Section F provisions
 - (ii) Offer includes completed information under Sources of Supply for all products and shipping points

- (iii) Offer includes completed information under Parcel Shipping Sizes and Daily Capacity for all products, modes and shipping points offered.
- (iv) Offer includes completed information under Tanker and Barge Loading Facility Data (if offering via Origin Barge/Tanker mode)
- (v) Offer includes completed information under Port Restrictions (if offering via Origin Barge/Tanker mode)

Subfactors 1-4 will be rated either "Acceptable" or "Unacceptable." These ratings are defined as follows:

ACCEPTABLE: The offeror's proposal conforms to the Government's Supplies or Services and Prices/Costs in Section B, Description/Specifications/Statement of Work in Section C, Inspection and Acceptance in Section E, and Deliveries or Performance in Section F.

UNACCEPTABLE: The offeror's proposal does not conform to any one or more of the following requirements: the Government's Supplies or Services and Prices/Costs in Section B, Description/Specifications/Statement of Work in Section C, Inspection and Acceptance in Section E, and Deliveries or Performance in Section F.

Proposals may be comprised of individual, independent offers, differentiated by product grade, shipping mode and/or FOB point. An individual offer within a proposal may be rated "Unacceptable", while remaining offers within the same proposal may be rated "Acceptable." A rating will be made for each individual offer within each proposal.

Each individual offer within a proposal must receive an "Acceptable" rating for every subfactor in order to be rated technically acceptable. If an individual offer within a proposal receives a rating of "Unacceptable" for one subfactor it will be rated technically unacceptable. Therefore, some individual offers within a proposal may be considered technically acceptable while other individual offers within the same proposal may be considered technically unacceptable.

An offeror that proposes an exception to any of the requirements of the solicitation as related to the aforementioned subfactors, will be reviewed to determine whether the fuel will meet the Government's specification and delivery requirements, can physically be accepted, and not compromise fuel quality. If so, an offer containing the exception will also be technically acceptable. Exceptions that are programmatic are addressed to all offers via amendment.

Likewise, a rating may be made "Acceptable" if an offeror corrects, or the Government accepts by reason of exception, any subfactors previously rated "Unacceptable" by the Technical Team.

The Contract Team is responsible for addressing "Unacceptable" ratings, questions, clarifications, and/or comments posed by Technical Team and relative to each offeror's proposal, during negotiations. All offerors will have an opportunity to make revisions to submitted proposals during negotiations and to submit a final proposal revision unless the offeror should choose to withdraw before the time final proposal revisions are required.

FACTOR 2: PRICE

Fixed Price with Economic Price Adjustment (EPA) contracts will result from this solicitation. The Contract Team will evaluate proposals for pricing purposes in accordance with DLA Energy tailored clause FAR 52.212-2 EVALUATION-COMMERICAL ITEMS. Offerors are advised DLA Energy intends to execute the extension provision of any subsequent contract only if there are remaining quantities left on the contract; no quantities will be added. The extension provision will extend only the ordering and delivery period of the contract. In addition, the extension provisions contained in I209.09 EXTENSION PROVISIONS, will be evaluated in conjunction with the evaluation of initial offers received.

The lowest price is defined as the lowest laid-down price, to include transportation costs as determined by the Bid Evaluation Model (BEM) which will provide the basis to make awards. The BEM is a computer evaluation model which analyzes numerous variables. These variables include the offeror's proposed prices, fuel types, minimum and maximum award quantities, shipping locations, shipment mode capabilities, minimum and maximum cargo

sizes, customer receipt locations, and receipt mode capabilities. Transportation rates will be included for tanker, railcar, barge, pipeline, and tank truck transportation modes in accordance with M41.02 EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING)- (TRANSPORTATION RATES AND RELATED COSTS) and M41.04 EVALUATION OF OFFERS INVOLVING OTHER THAN F.O.B. TANKER (BULK). Government additive costs will be used to evaluate, where applicable, proposals of product not fully additized at the loading facility, but instead are additized/injected enroute to a facility or customer location. The BEM will calculate the overall pattern of delivery of fuel from contractor facilities to specific customer locations that represents the lowest total combination of price for product and transportation.

Offers will be submitted through the Offer Entry Tool (OET). There are two types of OET instances or “rounds” that are available for use during the solicitation process – the “Standard” round and the “Price Reduction” round. A standard round is used for all offer inputs from initial offers on the solicitation through Final Proposal Revisions (FPR). In a standard OET round, the vendor can change most data fields in their offer, including adding and removing shipping locations, adding or removing origin and destination bid lines, quantities, prices, and offer conditions.

After the solicitation has been posted to the Federal Business Opportunities (FedBizOpps) website, it will be posted to the OET as the initial standard round. There can be multiple standard rounds. All initial offers must be submitted via this OET standard round no later than the date and time specified for the receipt of initial offers. Only those offers who have submitted an initial offer by the date and time specified will be eligible to submit data in later OET rounds.

DLA Energy will request offeror submission of Interim Proposal Revisions (IPRs) before the conclusion of negotiations. The solicitation will have a Two-Part Close of Negotiations. Part 1 - Close of Negotiations will occur at IPRs. IPRs will be an offeror's last chance to revise shipping points, FOB terms, reference prices, sources of supply and modes of delivery. IPRs will be submitted through the OET and considered a standard round.

The information in the OET will be evaluated in the BEM. Each offeror will be provided with a “Minimum Cost Bid Evaluation Worksheet” (MCBEW). The MCBEW will provide detailed information on how an offer is evaluated to each demand location. This report includes product price, method of delivery for each leg of the route, transportation and additive costs, any applicable evaluation factors, and the evaluated laid in price for each location. This information will be generated separately for each offeror, and each offeror will receive only the information applicable to their offer.

Offerors will be given time to review the MCBEW, after which DLA Energy will close negotiations and call for Final Proposal Revisions (FPRs). FPRs will be submitted through the OET and considered a standard round; however, the data fields for shipping points, FOB terms, reference prices, sources of supply and modes of delivery will be locked, and may not be revised. FPRs will be evaluated in the BEM. If an offeror chooses not to revise its offer during the FPR standard round, then unless the offer is withdrawn, the offeror must still resubmit its previously entered OET information to be evaluated as a final offer in the BEM for possible award.

The Government reserves the right either to make awards based on the FPR BEM evaluation, or to conduct one or more additional standard or price reduction rounds in OET.

At the start of each price reduction round, offerors will be provided with an updated copy of the MCBEW. At this time, offerors will also be provided with a “Laid-Down Cost Report” (LCR). The LCR will provide information on the price currently in line for award at each demand location. This report is limited to providing the solicitation line item, location, quantity currently in line for award, and the laid in price for the quantity currently in line for award. The laid in price is an aggregate of product, additive and transportation costs, as well as any evaluation factor(s). No information concerning apparently successful offer, shipping point, or product routing is included. In contrast to a standard round, in a price reduction round an offeror is only allowed to lower their offered price, and may not make revisions to any other OET fields. All other OET fields, including product type, shipping location, quantity, conditions, etc., will be locked during a price reduction round. During a price reduction round, the offeror is responsible for ensuring that the “offered price” field for each submitted offer line contains the offer price they wish to have evaluated. The price in the “offered price” field can be equal to or lower than the

previously offered price (shown in the field directly to the left of the offer price field in OET). As with the standard rounds, offerors are responsible for submitting revisions before the stated closing date and time for the price reduction round. Revisions received after the stated closing date and time will not be considered, and, unless withdrawn, the offer will be evaluated using the final offered price that was submitted prior to the stated closing date and time.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

M2.08.100 EVALUATION OF OFFERS INVOLVING F.O.B. BARGE/SHALLOW DRAFT TANKER LOADING (ALL PRODUCTS SOLICITED FOR WESTPAC) (DLA ENERGY MAY 2019)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule.

(b) The following evaluation procedures will be used for f.o.b. origin barge/shallow draft tanker offers:

- (1) Max parcel size, as measured in barrels, for each respective line item as stated in B1 of the solicitation of product will be considered sufficient to fully utilize a barge/shallow draft tanker.
- (2) The Government will load no more than Max parcel size, as measured in barrels, as stated in B1 of the solicitation of fuel on a barge/shallow draft tanker per shipload. A penalty will not be applied for parcels of less than Min parcel size, as measured in barrels, as stated in B1 of the solicitation.

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DLA ENERGY JAN 1998)

- (a) FOR EVALUATION PURPOSES ONLY, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.
- (b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

M4.01 RIGHT TO APPLY F.O.B. ORIGIN OFFER (DLA ENERGY JAN 1976)

The Government reserves the right to apply an f.o.b. origin offer against any destination item for the same product.

M10 BULK PETROLEUM PRODUCTS EVALUATION - ALL OR NONE (DLA ENERGY JAN 2019)

- (a) **Definitions.** As used in this text “All or None Offer” means a conditional offer of item(s) that are “tied” to other offered items. For example, an offeror may submit a proposal stating “If awarded Item 0020, Items 0019 and 0021 must also be awarded.”
- (b) **Evaluation of All or None Offers.**
- (1) Offers submitted on an "All or None" basis will be evaluated in the aggregate via the Bid Evaluation Model (BEM) in accordance with DLA Energy tailored clause FAR 52.212-2 EVALUATION-COMMERICAL ITEMS; the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered.
 - (2) Offerors may specify a minimum quantity for award; award will be made at the lowest overall cost to the Government, price and other factors considered.
 - (3) Offerors may not tie different products together. For example, JP5 offers may not be tied together with JAA offers. Such offers will be rejected as unacceptable
 - (4) Offerors may not tie together the product or quantity from one refinery with the product or quantity from a separate refinery, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries. Such offers will be rejected as unacceptable.

M24.05.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (WESTPAC) (DLA ENERGY MAY 2019)

- (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 U.S. flag tanker of approximately 40,000 Deadweight Tons (DWTs). The transportation rate will be an estimated market rate based on either market information or published prices, or actual rates paid by the Government or any combination thereof. This evaluation rate will be expressed as a daily rate for U.S. flag costs. DLA Energy will use the evaluation rate along with round trip mileage over the tanker routes being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the per gallon offered price to determine the evaluated price.
- (b) DLA Energy will not evaluate offers for JA1, JP5, JP8, F76, or RME-180 on the basis of a two-product load.
- (c) **For JA1/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 up to 40,000 DWTs.
 - (2) In the event an offeror limits its offer to individual tanker lifting 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 products will not be available in the same port area but will be available in another port area 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.
 - (3) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). If the offeror takes exception to paragraph (d) of the DELIVERY AND ORDERING PERIODS contract provision 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.
 - (4) **EXCEPTIONS:**
 - i. Due to draft limitations or delivery restrictions, the following destinations cannot receive fully loaded vessels up to 40,000 DWTs and will be evaluated on a two-port discharge or restricted maximum parcel size, as measured in barrels, **for each respective line item stated in B1 of the solicitation:**

JA1	F76	JP5
		DFSP Fujairah
		DFSP Jebel Ali
		DFSP Guam

- ii. The following destinations can receive fully loaded vessels larger than **40,000** DWTs and will be evaluated at a maximum parcel size of **310,000** barrels:

JA1	F76	JP5
DFSP Qatar	DFSP Salalah	DFSP Salalah

- (d) **For Fuel Oil (RME-180).** The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

- (1) **Maximum parcel size, measured in barrels, for each respective line item as stated in B1 of the solicitation** of product will be considered sufficient to fully utilize vessels up to **40,000** DWTs. In the event an offeror limits its offer to individual tanker lifting of less than Maximum parcel size, as measured in barrels, as stated in B1 of the solicitation, the offer will be evaluated on the basis of:
 - i. a single-port loading plus shifting charges if it is determined that RME-180 under this solicitation will be available in the same port area,
 - ii. the least expensive two-port loading rate if it is determined that RME-180 will not be available in the same port area but will be available in another port area in the same geographical area under this solicitation;
 - iii. Total vessel freight rate prorated over the maximum parcel size offered if there are no other quantities of 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 bases per gallon or per barrel based on the quantity indicated by the offeror as the maximum lifting.
- (2) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill the vessel fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation freight rates applied based on the successful portion of the product(s). Offers of RME-180 will be reevaluated using the criteria of paragraphs (d)(1) above. If the offeror takes exception to paragraph (d) of the F1.25 DELIVERY AND ORDERING PERIODS contract provision 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.

M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DLA ENERGY AUG 2003)

- (a) DLA Energy will add five days to offered tanker lift intervals and three days to offered barge lift origin 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.

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

M41.04 EVALUATION OF OFFERS INVOLVING OTHER THAN F.O.B. TANKER (BULK) (DLA ENERGY JUL 2010)

- (a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals for all methods of delivery other than ocean-going tanker. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment, and on file or published at the date of the bid opening or initial proposal due date, shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation.
- (b) In addition to the requirements of paragraph (a), truck rates will be selected for evaluation purposes according to the following hierarchy:
 - (1) In accordance with existing Government transportation contracts;
 - (2) The lowest published point-to-point, zone-to-zone, or state-to-state tender;
 - (3) Published state-to-region or region-to-state rates;
 - (4) Published region-to-region rates;
 - (5) Published region-to-9C or 9C-to-region rates;
 - (6) Quotation rates (rates from carriers participating in Powertrack will take precedence over those of non- Powertrack carriers);
 - (7)Published CONUS-wide rates, also known as 9C-to-9C rates or mileage rates.

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

(d)When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

M55 CONVERSION FACTORS (DLA ENERGY MAR 2007)

- (a) This contract text 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 DLA Energy 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
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II:

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	Kg/m ³	API					
AUTOMOTIVE GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION 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
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

(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	3.884

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY 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.