PERFORMANCE WORK STATEMENT (PWS)

Domestic Transportation Support Services

22 April 2026

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GENERAL: This is a non-personnel services contract to provide transportation and related services of fuel. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.0 BACKGROUND

1.1 Contract Requirement: DoW has a requirement to transport Turbine Fuel, Aviation (JAA) (U.S. Government Furnished Product) from designated Defense Fuel Support Point(s) (DFSPs) to designated Forward Support Bases (FSBs) via tank truck into tactical bags, trucks, and/or tanks within the Continental U.S. (CONUS). When directed by DLA Energy, resultant contract(s) shall support national emergency(ies). The Contractor shall provide rapid deployment and delivery of JAA 24 hours a day/7 days a week upon receipt of Technical Directives from DLA Energy in support of certain national /contingencies/emergencies.

1.2 Contract Performance: The Contractor shall provide all labor materials, HAZMAT placards, couplers, connectors, adapters (as needed), and transportation assets necessary to provide truck transport service of JAA from origin to destination.

1.3 Place of Performance: The Contractor shall conduct CONUS deliveries from DFSP(s) to designated FSB(s) or designated delivery locations not exceeding a 375-mile radius of designated DFSP. Attachment 7, DFSP Listing contains a list of potential DFSP locations. Additional DFSP locations not included in Attachment 7 may be identified within task orders. Attachment 8, Zone Maps 2026, lists the U.S. States within each zone. FSBs will be identified only upon issuance of task orders.

1.4 Period of Performance: The contract performance period shall be for a period of one (1) base year with four (1) one-year options. If an option period is exercised, it will be exercised via contract modification (Standard Form 30) of the existing contract in accordance with FAR 52.217-9.

2.0 PERFORMANCE REQUIREMENTS

2.1 Performance Objective Requirements

Task 1: Readiness and Availability for Service
Task 2: Tank Truck Requirements:
Task 3: Delivery Requirements
Task 4: Custody of Petroleum Products:
Task 5: Personnel Qualifications Documentation Requirements
Task 6: Security and Safety Requirements:

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2.2 Performance Services Requirements

This section of the PWS defines the performance requirements and the performance results the Government intends to measure the Vendor's performance against.

2.2.1 Task 1: Readiness and Availability for Service

2.2.1.1 The Contractor shall maintain availability for receipt of task orders and other communications 24/7. The Contractor will provide emergency contacts that are available 24 hours a day, 7 days a week to acknowledge receipt of task orders in accordance with Section 3.0. This information may be verified on a random basis.

2.2.1.2 The Contractor shall provide sufficient personnel and equipment available for rapid deployment to support the quantity of fuel required for each FSB.

2.2.1.3 The Contractor shall have a Quality Control Program to ensure fully compliant services are provided throughout the contract period. This will include the validation/inspection of truck trailers to determine suitability to load, documentation (Bill of Lading and test reports) is delivered to the destination, and that additive concentrations are annotated by truck driver as needed (e.g. FSII, SDA, CI/LI). The Contractor should provide a copy of this quality control program to the Quality Assurance Representative (QAR) for their review prior to starting.

2.2.1.4 The Contractor shall be responsible for performing bulk aviation fuel delivery operations during adverse conditions, 24 hours a day/7 day a week for an undetermined period, as outlined in the schedule.

2.2.2 Task 2: Tank Truck Requirements:

The Contractor shall utilize equipment that meets commercial safety, environmental protection, and quality standards for the bulk delivery of aviation fuel. The Contractor shall have access to sufficient assets to complete the task order. Equipment deployed in accordance to the task order shall be adaptable to the conditions in the area where delivery is to be made.

2.2.2.1 The Contractor shall only be reimbursed for product delivered. Trucks requiring maintenance or replacement shall be replaced at no extra cost to the U.S. Government.

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2.2.2.2 The Contractor will provide the required tank truck assets to successfully perform the contractual requirements identified herein. The Contractor shall have access to sufficient trucking assets in the event dispatched truck(s) are detained for longer than expected periods of time.

2.2.2.3 Inspection. The Contractor shall utilize trucks the meet all Federal, State, local regulations and commercial standards for transporting aviation fuel. When required, the Contractor must ensure all compartments and possible access points are sealed. Tank trucks deemed unsuitable to load by the U.S. Government representative will be refused. The Contractor shall be liable for all costs associated with providing a truck that is unsuitable to load. The U.S. Government will not pay detention rates for trucks that are refused. Rejected trucks will not be used until they meet cleaning requirements in accordance with MIL-STD-3004, Quality Assurance for Bulk Fuels, Lubricants, and Related Products and inspected by the U.S. representatives.

2.2.2.4 Adapters. The Contractor will furnish couplers, fittings, and/or adapters capable of receiving from an aviation underwing fueling nozzle or single point nozzle.

2.2.2.5 Prior Loading Vetting and Tank Truck Suitability

The Contractor shall ensure that all tank trucks used for the transportation of Jet A aviation turbine fuel are suitable for aviation fuel service and are free from contamination risk. Proper prior load vetting and tank suitability verification shall be performed in accordance with applicable aviation fuel handling requirements, including MIL-STD-3004, to protect fuel quality throughout the distribution system.

Prior Load Disclosure and Acceptance

The Contractor shall:

- Maintain complete, accurate records of the three (3) most recent prior products transported in each tank truck compartment proposed for Jet A service.
- Provide prior load history to the Government or Government-designated representative upon request and prior to initial use of any tank truck.
- Ensure that prior loads comply with the compatibility and contamination prevention principles outlined in MIL-STD-3004, which emphasize control of cross-contamination risks within the aviation fuel supply chain.

The following prior loads are prohibited unless explicitly approved in writing by the Government following documented cleaning and verification:

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- Fatty Acid Methyl Esters (FAME), biodiesel, or biodiesel-containing blends
- Lubricants, hydraulic fluids, solvents, surfactants, or chemical products
- Heavy fuel oils, waste oils, or non-petroleum products

Tank Cleaning and Condition Verification

When prior loads present a contamination risk, the Contractor shall:

- Perform tank cleaning using procedures consistent with industry-recognized practices suitable for aviation fuel service.
- Ensure tanks are clean, dry, odor-free, and free of residues prior to Jet A loading.
    - Retain records documenting:
      Cleaning facility and method
    - Date of cleaning
    - Verification or inspection results

Documentation shall be retained for the duration of the contract and made available to the Government upon request.

Pre-Load Certification

Prior to loading Jet A, the Contractor shall certify that:

- Prior load vetting has been completed.
- Prior loads are compatible with Jet A service.
- Required cleaning and verification activities have been performed, if applicable.
- The tank truck is suitable for aviation fuel transport in accordance with MIL-STD-3004 fuel handling and contamination prevention requirements.

Certification may be provided via bill of lading annotation, electronic certification, or other Government-approved means.

2.2.3 Task 3: Delivery Requirements

2.2.3.1 Coordination. Key Government points of contact will be provided upon contract award and when Technical Directives are issued. The Contractor is responsible for coordinating with the loading DFSP and the customer. If the Contractor is unable to get in contact/coordinate with the loading DFSP and/or the customer, the Contractor shall notify the Contracting Officer Representative (COR) within two hours in accordance with paragraph 2.2.3.4.

2.2.3.2 Origin Loading: DLA Energy QAR or other U.S. Government appointed representative will witness, oversee, and inspect the loading procedures necessary at origin. Product is to be shipped from DFSPs to DFSP/FSBs through the CONUS.

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2.2.3.3 Destination Discharge Location: DLA Energy or other U.S. Government representatives will witness the unloading procedures at discharge at final destination, DFSP/FSB.

2.2.3.4 Wait Time. The U.S. Government shall be entitled to two (2) hours of "Free Time[1]" for loading **and** offloading operations for each truck. If the U.S. Government causes the Contractor to wait beyond the allowed Free Time, the Contractor may be eligible for detention rates. Detention rates shall apply for each hour, prorated to the nearest hour. All travel time is at the expense of the contractor.

2.2.3.5 Delivery Zone Map: See Attachment 8, Zones Map for established delivery zones.

2.2.3.6 FSB Locations / Requirements:

a) **Locations.** Contractor will be notified of FSB/delivery locations and quantities upon Issuance of Technical Directive.
b) **Storage.** FSBs will have adequate storage to receive product.
c) **Personnel.** FSBs will have personnel on hand to off-load fuel trucks and record/sign for fuel.

2.2.4 Task 4: Custody of Petroleum Products:

2.2.4.1 Transport Truck Shipments: Custody of petroleum products and risk of loss thereof shall pass from the Government to the Contractor when the loaded transport truck is released for shipment by the Contractor.

2.2.4.2 Transport Truck Receipts: Custody of petroleum products and risk of loss thereof shall pass from the Contractor to the Government when the product passes from the transport truck discharge hoses into the FSB receiving facilities, whether it is a storage tank, line, or any other type of receiving equipment.

2.2.5 Task 5: Personnel Qualifications and Documentation Requirements:

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance requirements as specified below, and comply with all applicable federal, Department of Defense, State and local regulatory bodies, laws, and regulations.

[1] Free Time is equal to 2 hours loading and 2 hours offloading for each truck for a total of 4 hours. The 4 hours will not exceed 2 hours either loading or offloading.

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2.2.5.1 Contractor personnel shall be able to read and understand English to the extent of reading and understanding printed regulations, detailed written orders and operating procedures, training instructions and materials.

2.2.5.2 Labor employed by the Contractor must be knowledgeable of and abide by laws/rules pertaining to the transport of flammable liquids, including the associated labeling and placarding of HAZMAT.

2.2.5.3 The Contractor shall ensure all truck drivers have a valid driver's license and vehicle registration.

2.2.5.4 To access Military installations all drivers will be required to submit to a NCIC-III background check. Derogatory information appearing in a background check that can result in denied access to a military installation included, but is not limited to:

a) The NCIC-III contains criminal information about the individual that would help determine whether the individual presents a potential threat to good order, discipline and/or health and safety on the installation.

b) The installation is unable to verify the individual's claimed identity based on the reasonable belief that the individual has submitted fraudulent information concerning his or her identity in the attempt to gain access.

c) The individual has a current warrant in NCIC, regardless of the offense or violation.

d) The individual is currently barred from entry or access to a Federal installation or facility.

e) The individual has been convicted of crimes encompassing sexual assault, armed robbery, rape, child molestation, production or possession of child pornography, trafficking in humans, drug possession with intent to sell or drug distribution.

f) The individual has a U.S. conviction of espionage, sabotage, treason, terrorism or murder.

g) The individual is a registered sex offender.

h) The individual has been convicted of a felony within the past 10 years, regardless of the offense or violation.

i) The individual has been convicted of a felony firearms or explosives violation.

j) The individual has engaged in acts or activities designed to overthrow the U.S. Government by force.

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k) The individual is identified as known to be or suspected of being a terrorist or belonging to an organization with known links to terrorism or support of terrorist activity.

2.2.6 Task 6: Security and Safety Requirements:

The personnel utilized in the performance of this contract shall comply with the following security requirements in the execution of their duties.

2.2.6.1 The drivers shall comply with written or verbal direction received from an authorized U.S. Government Representative regarding applicable U.S. Government security procedures.

2.2.6.2 All applicable laws and regulations regarding the identification and marking, placarding, transportation, use, storage, and disposal of hazardous materials.

2.2.6.3 Drivers are prohibited from carrying weapons at any time while performing this contract.

2.2.6.4 The U.S. Government will not provide security escort for trucks transporting petroleum products.

2.2.6.5 The Contractor shall provide all necessary services and supplies to include equipment and life support for all drivers. These services and supplies will not be provided by the U.S. Government.

2.2.6.6 Any equipment deemed unsafe or not road-worthy by an authorized U.S. Government representative shall be replaced.

2.2.6.7 Liability for Fuel Spills: The Contractor shall take all measures required by law and best business practice to prevent fuel 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 that the Contractor's failure to take such measures results in a fuel spill, the Contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the Contractor shall reimburse the Government for any resulting fines or penalties. The term "fuel" includes all petroleum and additive products.

2.3 DESCRIPTION OF LINE ITEMS: The performance service requirements indicated in Section 2.1 of the PWS are grouped under the below line items. The Contractor's offered price (which will be reflected in any resultant contract) will be based on the work indicated under the line item and any stipulations indicated (i.e. transportation costs for assets to the Contractor's facility to perform work should be included in this line item, or Contractor-provided equipment).

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The information below is provided to clarify any confusion in what requirements are ordered by workload assignment and how they are required to be invoiced by the Contractor when submitting its invoice in Wide Area Workflow (WAWF).

Line Item 0001: Initial 8 Day Surge Requirement Zone 1

This line item is for the initial 8-day surge to transport Government owned Turbine Fuel, Aviation (JAA) from designated Defense Fuel Support Points (DFSPs) in Zone 1[2] to Forward Support Bases (FSB) by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0001 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0002: Sustainment/Resupply Requirement Zone 1

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 1 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0002 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0003: 3-Day No-Notice Testing Drill Zone 1

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 1 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0003 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0004: Initial 8 Day Surge Requirement Zone 2

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 2[3] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0004 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0005: Sustainment/Resupply Requirement Zone 2

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 2 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0005 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0006: 3-Day No-Notice Testing Drill Zone 2

[2] Zone 1 consists of the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont
[3] Zone 2 consists of the following states: New York and New Jersey

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This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 2 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0006 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0007: Initial 8 Day Surge Requirement Zone 3

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 3[4] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0007 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0008: Sustainment/Resupply Requirement Zone 3

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 3 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0008 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0009: 3-Day No-Notice Testing Drill Zone 3

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 3 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0009 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0010: Initial 8 Day Surge Requirement Zone 4

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 4[5] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0010 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0011: Sustainment/Resupply Requirement Zone 4

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 4 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0011 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

[4] Zone 3 consists of the following states: Maryland, Pennsylvania, Virginia, and West Virginia
[5] Zone 4 consists of the following states: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee

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Line Item 0012: 3-Day No-Notice Testing Drill Zone 4

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 4 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0012 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0013: Initial 8 Day Surge Requirement Zone 5

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 5[6] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0013 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0014: Sustainment/Resupply Requirement Zone 5

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 5 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0014 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0015: 3-Day No-Notice Testing Drill Zone 5

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 5 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0015 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0016: Initial 8 Day Surge Requirement Zone 6

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 6[7] to FSB by tank truck into tactical bags, trucks, and/or tanks within 375 miles radius. The Firm Fixed Price for Line Item 0016 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0017: Sustainment/Resupply Requirement Zone 6

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 6 to FSB by truck into tactical bags, trucks, and/or tanks within 375 miles radius. The Firm Fixed Price for Line Item 0017 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to

[6] Zone 5 consists of the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
[7] Zone 6 consists of the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

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load/unload fuel.

Line Item 0018: 3-Day No-Notice Testing Drill Zone 6

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 6 to FSB by truck into tactical bags, trucks, and/or tanks within 375 miles radius. The Firm Fixed Price for Line Item 0018 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0019: Initial 8 Day Surge Requirement Zone 7

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 7[8] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0019 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0020: Sustainment/Resupply Requirement Zone 7

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 7 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0020 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0021: 3-Day No-Notice Testing Drill Zone 7

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 7 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0021 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0022: Initial 8 Day Surge Requirement Zone 8

This line item is for the initial 8-day surge to transport Government owned JAA from designated DFSPs in Zone 8[9] to FSB by tank truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0022 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0023: Sustainment/Resupply Requirement Zone 8

This line item is for the sustainment/resupply of Government owned JAA from designated DFSPs in Zone 8 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0023 shall be priced on a per gallon basis and

[8] Zone 7 consists of the following states: Arizona, California, and Nevada
[9] Zone 8 consists of the following states: Idaho, Oregon, and Washington

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shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0024: 3-Day No-Notice Testing Drill Zone 8

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone 8 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0024 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0025: 3-Day No-Notice Testing Drill Zone T-1

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone T-1 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0025 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0026: 3-Day No-Notice Testing Drill Zone T-2

This line item is for a 3-day testing drill to transport Government owned JAA from designated DFSPs in Zone T-2 to FSB by truck into tactical bags, trucks, and/or tanks within 300 miles radius. The Firm Fixed Price for Line Item 0026 shall be priced on a per gallon basis and shall include all Contractor furnishing equipment to transport fuel, and equipment to load/unload fuel.

Line Item 0027: Detention (Any Zone)

This line item is for any time spent beyond the two (2) hour "Free Time" for loading or offloading operations for each tuck. The Government shall pay the contractor a Firm Fixed Price for each hour that the contract is waiting to load or offload Government owned JAA fuel. The Contractor shall round any time exceeding 2 hours to the nearest hour.

Note 1: In some instances, the Contractor may deliver outside of the Zone of the loading location, in these cases the delivery will never exceed the miles radius identified under each Line Item. Under these circumstances, the contractor shall use the Line Item for the origin Zone for billing purposes.

Note 2: The above Line-Item structure will be replicated for each option year and follow the same pattern sequentially, i.e. Line 0028 for Option year 1 is the same work as Line item 0001. Please reference the Pricing Schedule table in Section B of the solicitation for a full listing of Line Item numbers.

2.4 RESPONSIBILITIES: The Government and the Contractor will operate as a team to ensure standards as established in CFR 49 are met and maintained in the performance of the Line-Items.

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2.4.1 Contractor Responsibilities:

2.4.1.1 In addition to what has been described above in Task 1-6. The Contractor shall ensure that all equipment meets all applicable U.S. Department of Transportation (DOT), federal and state laws, and military regulations.

2.4.1.2 Security: The Contractor shall provide security for all Government owned fuel while in their possession for tasks listed to be performed at the Contractor's facility or while fuel is being transported, to protect against theft and vandalism of fuel while under the direct control of the contractor.

2.4.2 Government Responsibilities:

2.4.2.1 The DLA Energy COR will perform/assist with the following duties. The Contractor will be provided the name and contact information for the COR at time of award.

2.4.2.2 Cargo Routing: The Government will provide cargo routing instruction to the Contractor via Technical Directive (Orders) issued by the Contracting Officer or the COR.

2.4.2.3 Order Services: Order all loading and unloading services and schedule all movements. Technical Directives will be issued by email and will have a Technical Directive number associated with it (i.e. Technical Directive #001 against Task Order SPE602XXXXXX). The Contractor shall annotate the Technical Directive number on all correspondence related to that Order, to include invoices submitted in WAWF for payment. The Government is responsible for providing Technical Directives to the Contractor at a minimum of 4-days in advance of expected pick up of fuel. The ordering office will be DLA Energy Operations and Plan; detailed point of contact information will be provided at the time of award.

2.4.2.4 Notify Receiving Activities: The Government will notify the receiving activities of the scheduled arrival of the fuel.

2.4.2.5 Authorize Access: The Government will assist authorized representative of the Contractor in gaining access to all facilities to load and discharge as necessary.

2.4.2.6 Supply Required Forms: The Government will supply the Contractor with all documentation necessary for loading, discharging or dropping off fuel at designated locations.

2.4.2.7 Clarifications/Answers/Interpretation of Contract Terms or PWS: The Contractor is responsible for initially contacting the Contracting Officer or COR for all questions regarding orders for Technical Directives. If there is a question/clarification or interpretation of terms stated in the contract or in

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requirements/wording within the PWS, the Contractor is required to contact the Contract Specialist and the Contracting Officer administering the contract (See section 3.6).

2.5 Insurance Requirements: IAW FAR 52.228-5, the Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required as stated below:

2.5.1 Cargo Insurance: The Contractor shall provide cargo insurance, at its own expense, as required by law, at least equal to the value of the cargo transported.

2.5.2 Liability, Pollution and Environmental Insurance: The Contractor shall provide at its own expense the appropriate amount of insurance as required by law.

2.5.3 Policy Notification: The Contractor shall provide copies of cargo, public liability, and pollution liability insurance certificates **at time of proposal** and each time there is a change in coverage or policy renewal **prior to and after contract award**.

2.5.4 Written Notice: The Contractor shall furnish a written notice to the Contracting Officer, 30 days in advance of the effective date of any reduction in, or cancellation of the cargo, public liability, or pollution liability insurance policies.

3.0 ORDERING

3.1 General. This is a Requirements type contract in accordance with FAR 16.503.

3.2 Technical Direction

3.2.1 Performance of the work under this contract shall be subject to the technical direction of the COR. The term "technical directive" is defined to include, without limitation:

3.2.1.1 Directions to the Contractor which fills in details (DFSP locations, FSP locations, and quantities) or anything that would otherwise serve to accomplish the PWS.

3.2.1.2 Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.

3.2.1.3 Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the contract.

3.2.5 Technical directives must be within the scope of work stated in the contract. All technical directives shall be issued in writing by the Contracting Officer or COR. The

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Contractor acknowledges that the COR does not have the authority to, and may not, issue any technical directives which:

3.2.5.1 Constitutes an assignment of additional or extra work outside the PWS.

3.2.5.2 Interferes with the contractor's right to perform the terms and conditions of the contract.

3.2.6 The Contractor shall proceed promptly with the performance of technical directives duly issued by the Contracting Officer or COR in the manner prescribed by this article and within the Contracting Officer or COR's authority under the provisions of this section. If, in the opinion of the contractor, any instruction or direction aligns with the aforementioned, the Contractor shall not proceed but shall notify the Contracting Officer in writing immediately after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall:

3.2.6.1 Advise the Contractor in writing that the technical directive is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract.

3.2.6.2 Advise the Contractor that the Government will issue a written change order. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

3.3 U.S Government Representatives. DLA Energy or its written designee shall act as the sole U.S. Government representative to order truck transportation services under the contract.

Defense Logistics Agency Energy FEBAB
8725 John J. Kingman Road, Suite 2954
Fort Belvoir, VA 22060-9254
Telephone: (703) 767-9651 or x8563

3.4 Orders. The DLA Energy Contracting Officer will issue a Task Order for each performance period to execute funding and establish the estimated annual quantities for each Zone by Contract Line-Item Number (CLIN(s))). The Contracting Officer or COR will issue Technical Directives by providing written and/or verbal notice to the Contractor's point of contact. The Technical Directive will at a minimum, identify the delivery zone(s), CLIN (s), delivery load quantities per DFSP(s), specific offloading FSB(s), operating hours, and period(s) of performance.

3.4.1 Surge Deliveries. The deliveries to FSB shall occur within **4 workdays**[10] of receipt of the initial Technical Directive. Deliveries shall be completed within **10 days** after the commencement of the first delivery.

[10] Workdays are defined as Monday through Friday excluding any Federal Holidays.

3.4.2 Sustainment Deliveries. These deliveries will be on an as needed requirement and a separate task order will be issued by the Contracting Officer detailing these requirements.

3.4.3 Exercise Deliveries. Contractor exercise delivery(ies) will be executed at least annually in Zones 1 -8, Zones T-1 and T-2 will be strictly as needed, to ensure contractor capability to comply with PWS requirements. Initial deliveries to FSB shall occur within **4 business days** of receipt of the Technical Directive. Deliveries shall be completed within **3 business days** after the day of the first delivery. Drills will be executed for a shorter duration and for lesser quantities than specified in the schedule. For purposes of drills, delivery will be made from DFSPs to DFSPs/into bag/into truck. Mileage requirements for drills will not exceed the activated requirements. Drill will only executed during federal business days.

3.5 Readiness Plan. The Contractor shall have a readiness plan to accomplish the services identified in the PWS. The plan shall provide a comprehensive approach towards meeting the requirements in Zones 1-8. The proposed readiness plan shall be approved by the Contracting Officer prior to contract performance.

3.6 Response and Sustainment Plan. The Contractor shall have a response and sustainment plan that focuses on how the Contractor will handle surge and sustainment deliveries to Zones 1-8 throughout duration of an emergency event. The proposed response and sustainment plan shall be approved by the Contracting Officer prior to contract performance.

3.7 Safety and Environmental Measures Plan. The Contractor shall have a Safety and Environmental Measures Plan that focuses on managing a safe workplace and providing the Contractors strategies for complying with applicable environmental laws and regulations, including the handling of oil spills. The proposed Safety and Environmental Measures Plan shall be approved by the Contracting Officer to contract performance.

3.8 Contractor Proposed Delivery Plan. Upon notification of the Technical Directive, and prior to initial loading at DFSP(s)**,** the Contractor shall submit a proposed delivery schedule/timeline to dla.energy.ccc@dla.mil, dlaenergyamericasoperationsteam@dla.mil, and DomJAATrans@dla.mil, identifying its best estimate of the quantities to be delivered on a daily basis to meet the surge, sustainment and exercise deliveries requirements.

The Contractor shall notify the Contracting Officer and/or COR and/or requestor immediately if delivery times cannot be met.

3.9 Schedule. If the Contractor fails to make a delivery within the time specified, the Contracting Officer has the right to terminate the Task Order, in part or in its entirety, and re-issue a new Task Order to an alternate Contractor, with the U.S. Government being reimbursed for any resulting, excess re-procurement costs.

4.0 QUALITY ASSURANCE

4.1 Quality Requirements. The Contractor shall be responsible for the quality of product after loading.

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U.S. Government representatives may conduct inspections on transport trucks at origin and/or at destination to ensure fuel quality standards are met. The Contractor bears the responsibility of fuel that is contaminated or delivered off-specification while in the Contractor's possession.

4.1.1. US Government Quality Assurance. Final determination that the services rendered are conforming is solely the responsibility of the U.S. Government. The U.S. Government Service Delivery Summary (SDS) is not a substitute for the Contractor's quality control. The U.S. Government will monitor the Contractor's performance in accordance with the SDS.

4.1.2. Performance Measurement. The Contracting Officer and the COR will monitor Contractor performance and compliance with the terms and the conditions of the contract in accordance with the SDS. The COR, in conjunction with the Contracting Officer, will conduct periodic meetings with the Contractor to discuss operations, and problem areas.

4.1.3. Prior Load Vetting and Contamination Prevention. Prior load vetting and tank truck suitability requirements identified in Section 2.2.2.4 are quality-critical control measures for the preservation of Jet A fuel integrity. The contractor shall ensure compliance with these requirements as part of its quality control program and in accordance with contamination prevention principles outline it MIL-STD-3004. Failure to properly perform prior load vetting, cleaning, documentation or certification may be treated as a quality deficiency and may result in product rejection and/or quality deficiency reporting.

4.2 Quality Discrepancies: Quality discrepancies shall be investigated and reported to the COR. The COR will report to the Region QAR for action. Product Quality Deficiency Reports containing all of the required information shall be transmitted to:

DESC.QAoffice@dla.mil.

5.0 QUANTITY REQUIREMENTS

5.1 General. The Contractor shall be responsible for the quantity of product after loading. U.S. Government representatives may conduct inspections on transport trucks at origin and/or at destination to ensure fuel quality and quantity standards are met. The Contactor shall provide delivery receipts, DD Form 1348-7 DFSP SHIPMENT AND RECEIPT DOCUMENT or Commercial Bill of Lading (Attachment 9) for all products delivered. Receipts shall be signed by the authorized U.S. Government representative.

5.2 Load Quantities. The Contractor has the responsibility to deliver to designated Government destinations all product loaded into Contractor trucks as documented by appropriate documentation. For contract invoicing and reporting delivery amounts, the Contractor will use gross quantities to mitigate variances.

5.3 DoD Shipping Loss/Gains Quantity Variance Determination. Shall be determined on the basis of the following:

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5.3.1 Variations in Quantity. Variations in quantity must be within the acceptable limits of 0.5% of volumes as set forth by DOD 4140.25 Volume 11. If the loss tolerance exceeds 0.5%, DLA Energy is entitled to the entire amount of the lost product, regardless of the cause of the loss. The Government reserves the right to offset any losses incurred during shipment against each invoice; however, the 0.5% loss tolerance applies only to normal operating losses. In the event there is evidence of theft or tampering, DLA Energy reserves the right to claim losses, even if they are less than 0.5%. The offset will be determined by the average of daily gains/losses per CLIN over the invoice period.

5.3.2 Calibrated receipt meter. All meters used in determining product volume shall be calibrated using American Petroleum Institute Manual of Petroleum Measurements Standards (APMA MPMS), Chapter 4, Proving Systems or equivalent national standards. The frequency of calibration shall be accomplished on an annual basis in accordance with Unified Facilities Criteria 3-460-03.

5.3.3 Measurement Standards and Calculations. All measurements and calculations made to determine quantity shall be in accordance with the most recent edition of the API MPMS or equivalent national standards. When required, volume correction shall be in accordance with API MPMS, Chapter 11.1, Volume Correction Factors, Volume (II) (Table 6B), Volume V (Table 24B) or Volume VII (Table 54B). The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

5.3.4 Variations in Quantity (over-delivery). Variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

- 10 percent increase shall be alliable to each CLIN under any issued task order
- 10 percent decrease shall be alliable to each CLIN under any issued task order

Invoicing is based on gross quantity delivered. If the delivery exceeds the ordered quantity (over delivery), the Contractor is permitted to invoice for the over-delivered amount, up to a maximum of 10% above the original order quantity.

6.0 DELIVERABLES

6.1 Reporting Requirements. The Contractor shall provide reports with the frequency and contents indicated below. The reports should be delivered by electronic mail, using Excel, to dla.energy.ccc@dla.mil and dlaenergyamericasoperationsteam@dla.mil

6.2 Shipment and Delivery Documents: Upon completion of fuel loading at the DFSP, the Contractor shall receive and maintain a signed copy of the DD Form 1348-7/ commercial bill of lading. The Contractor shall provide the signed copy of the appropriate documentation to the U.S. Government representative at the FSB destination. Upon completion of off-loading,

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the U.S. Government representative will date and sign the DD Form 1348-7/commercial bill of lading and shall provide the Contractor with a legible copy. The Contractor will provide the COR a completed copy of the shipping documents for delivery validation.

6.2.1 Pre-Load Certification. Shipment documentation shall include certification ro annotation confirming completion of prior load vetting and tank truck suitability, when required by Section 2.2.2.4.

6.3 The Contractor shall provide a log compiling data for all fuel deliveries on a daily basis to dla.energy.ccc@dla.mil and dlaenergyamericasoperationsteam@dla.mil. See Attachment 6 for daily log format to be used.

6.4 Fuel Loss/Spills: The Contractor shall report any fuel losses which exceed the allowable tolerance outlined in Section 5.3.1. The Contractor shall also report any fuel spills. These reports shall be provided to the COR within 24 hours of occurrence.

6.5 Deliverables Table: The below table represents all deliverables due by the Contractor to the U.S. Government after contract award, the Table represents the section of the PWS/solicitation, or resultant contract that outlines the requirement specifically:

- The "Deliverable/Event" column represents the title / type of the item or product due and what format it shall be provided.
- The "Delivery Timing" column is the frequency and due date when it is the responsibility of the Contractor to deliver to the COR, or other designated representative as specified in the referenced requirement section. Unclassified deliverables and correspondence shall be delivered to the DLA Energy COR at the address specified.

Upon submission, all deliverables shall become the property of the U.S. Government. All audits, review of records, preparation and report submittals must be completed by the contractor within the applicable period or deadline.

TABLE 1: DELIVERABLES TABLE

CDRL #	PWS Section	Deliverable/Event	Objective/Description	Delivery Timing
A0001	2.2.1.3	Quality Control Plan	Plan for ensuring contract compliance and quality of services.	At time of proposal for approval before contract start.
A0002	3.5	Readiness Plan	The plan shall provide a comprehensive approach towards meeting the requirements in Zones 1-8.	At time of proposal for approval before contract start.
A0003	3.6	Response and Sustainment Plan	The plan shall describe how the contractor will handle surge and sustainment deliveries to Zones 1-8	At time of proposal for approval before

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			throughout duration of an emergency event	contract start.
A0004	3.7	Safety and Environmental Measures Plan	The Plan shall show the contractor will manage a safe workplace and provide the contractors strategies for complying with applicable environmental laws and regulations	At time of proposal for approval before contract start.
A0005	3.8	Delivery Schedule	Schedule for each day/delivery location and day.	For each technical directive issued
A0006	6.2	Shipping Documents	1348/DD-250 Quantity Validation	For each delivery executed during a technical directive
A0007	6.3	Daily Delivery Log	Report including Gross delivery quantities for each delivery location. Net amounts will be included when available but will not be used for invoicing.	Daily close of business during execution of a technical directive
A0008	6.4	Fuel Loss Report	Report of fuel losses exceeding tolerance limits identified in paragraph 6.3	Within 24 hours of loss

6.6 Performance Service Delivery Summary (SDS)

The SDS represents important contract objectives that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the SDS, the contractor is fully expected to comply with all requirements outlined in the PWS. The SDS serves as a point of reference for the Contractor and the U.S. Government to measure the services provided. The Contracting Officer will issue a Contractor Discrepancy Report (CDR) when the Contractor's performance is deemed unsatisfactory. The Contractor shall reply in writing within 24 hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent recurrence.

TABLE 2: PERFORMANCE SERVICES DELIVERY SUMMARY

PWS Paragraph	Performance Objective	Performance Metric	Acceptable Quality Level (AQL)	Source and Frequency of Surveillance

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3.4.1	**Surge Deliveries.** The deliveries to FSB shall occur within 4 days of receipt of the initial Technical Directive. Deliveries shall be completed within 10 days after the commencement of the first delivery.	Number of times per year the contractor fails to provide timely delivery.	Zero (0) instances per year where deliveries are deemed to be late.	COR surveillance monthly and customer feedback.
3.4.2	**Sustainment Deliveries.** These deliveries will be on an as needed requirement and a separate task order will be issued by the Contracting Officer detailing these requirements.	Number of times per year the contractor fails to provide timely delivery.	No more than one (1) failure per year where deliveries are deemed to be late.	COR surveillance monthly and customer feedback.
3.4.3	**Exercise Deliveries**. Initial deliveries to FSB shall occur within 4 business days of receipt of the Technical Directive. Deliveries shall be completed within 3 business days after the day of the first delivery. and skills to meet minimum performance requirements.	Number of times per year the contractor fails to provide timely delivery.	No more than two (2) failure per year where deliveries are more than 3 business days after the day of the first delivery.	COR surveillance monthly and customer feedback.
4.0	**Quality Assurance:** The Contractor shall be responsible for the quality of product after loading.	Number of times per year the contractor fails to preserve the integrity of the fuel after loading.	Zero (0) instances per year where the fuel is found to be off specification upon delivery	CO, COR, and QAR surveillance

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APPENDIX A: DEFINITIONS

Contractor: The individual, person or group of persons, partnership, company or corporation specifically named and contracted by/with the Government to fulfill the terms of this contract document. The term "Contractor" as used herein refers to the partnership, company or corporation as a whole or any individual, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer (KO): Includes Procurement Contracting Officer (PCO) and Administrative Contracting Officer (ACO) functions.

Contracting Officers Representative (COR): The individual designated in writing by the Contracting Officer to act as the Contracting Officer's authorized representative to monitor specific aspects of the contract and take action as authorized in the letter of appointment.

Gross Quantity: The volume of DWCF product at ambient temperature, which has not undergone any volume correction to 60°F or 15 to 20°C.

Net Quantity: The volume of a DWCF product that has been volume corrected to 60°F or 15 to 20°C, in accordance with the procedures in Chapter 12 of the API Manual of Petroleum Measurement Standards.

Quality Assurance Representative (QAR): Government representative with duties to perform, inspect, administers, and/or advise on work concerned with assuring the quality of products, equipment and services acquired and used by the Government.

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APPENDIX B: ABBREVIATIONS AND ACRONYMS

ABBREVIATIONS AND ACRONYMS	
CLIN	Contract Line-Item Number
COR	Contracting Officer Representative
DFSP	Defense Fuel Support Point
DLA	Defense Logistics Agency
DoD	Department of Defense
DoW	Department of War
FAR	Federal Acquisition Regulations
FSB	Fuel Support Base
IAW	In Accordance With
CONTRACTING OFFICER	Contracting Officer
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Plan
QDR	Quality Deficiency Reports
SDS	Service Delivery Summary

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