SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF 92
See Schedule	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPE602-26-R-0706	2026 MAR 31

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No Collect calls*)	8. OFFER DUE DATE/ LOCAL TIME
	YULIYA KENT DYK0011	Phone: 5717670016	2026 APR 30 10:00 AM

9. ISSUED BY — CODE SPE602

DLA ENERGY
BULK PETROLEUM PRODUCT
8725 JOHN J. KINGMAN ROAD
FORT BELVOIR VA 22060
USA

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ HUBZONE SMALL BUSINESS
- ☐ EDWOSB — NAICS: 324110
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ 8 (A) — SIZE STANDARD:

11. DELIVERYFOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☒ SEE SCHEDULE		☐	RFQ ☐ IFB ☐ RFP ☒

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF._____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or Print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or Print)*	31c. DATE SIGNED

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

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 *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section B

Quality Technical Provisions
DISTILLATE,NAVAL,F76,1.1A
9140-002732377
PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

IAW BASIC QAP 52838 ENERGY-QAP-C16.23
REVISION NR M DTD 02/06/2026
IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
REVISION NR B DTD 06/26/2015
IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
REVISION NR A DTD 07/08/2014
IAW REFERENCE QAP 52838 ENERGY-QAP-E1
REVISION NR F DTD 04/01/2024
IAW REFERENCE QAP 52838 ENERGY-QAP-E22
REVISION NR D DTD 02/09/2022
IAW REFERENCE QAP 52838 ENERGY-QAP-E35
REVISION NR A DTD 12/01/2011
IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
REVISION NR C DTD 03/11/2025
IAW REFERENCE QAP 52838 ENERGY-QAP-E12
REVISION NR A DTD 07/30/2015
PART PIECE NUMBER:

Fuel, Naval Distillate

Quality Technical Provisions
TURBINE FUEL,AVIATION,JA1,1.1H
9130-007535026
PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

IAW BASIC QAP 52838 ENERGY-QAP-C16.09
REVISION NR B DTD 01/16/2025
IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
REVISION NR B DTD 06/26/2015
IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
REVISION NR A DTD 07/08/2014
IAW REFERENCE QAP 52838 ENERGY-QAP-E1
REVISION NR F DTD 04/01/2024
IAW REFERENCE QAP 52838 ENERGY-QAP-E22
REVISION NR D DTD 02/09/2022
IAW REFERENCE QAP 52838 ENERGY-QAP-E35
REVISION NR A DTD 12/01/2011
IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
REVISION NR D DTD 03/11/2025
IAW REFERENCE QAP 52838 ENERGY-QAP-E12
REVISION NR A DTD 07/30/2015
PART PIECE NUMBER:

Turbine Fuel, Aviation, Jet A-1

Quality Technical Provisions
TURBINE FUEL,AVIATION,JP5,1.1C
9130-002732379
PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

IAW BASIC QAP 52838 ENERGY-QAP-C16.01
REVISION NR O DTD 02/06/2026
IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01
REVISION NR B DTD 06/26/2015
IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01
REVISION NR A DTD 07/08/2014
IAW REFERENCE QAP 52838 ENERGY-QAP-E1
REVISION NR F DTD 04/01/2024
IAW REFERENCE QAP 52838 ENERGY-QAP-E22
REVISION NR D DTD 02/09/2022
IAW REFERENCE QAP 52838 ENERGY-QAP-E35
REVISION NR A DTD 12/01/2011
IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
REVISION NR D DTD 03/11/2025
IAW REFERENCE QAP 52838 ENERGY-QAP-E12
REVISION NR A DTD 07/30/2015
PART PIECE NUMBER:

Turbine Fuel, Aviation, JP-5
IA Doc ID Number: MILT5624
IA Doc CAGE: 81349

CONTINUED ON NEXT PAGE

Section B

DISTILLATE,NAVAL,F76,1.1A

9140-002732377

PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

F76 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
207,670,000	0	0	207,670,000	UG6

Total Estimated (F76) Quantity to be Purchased: 207,670,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
WP	207,670,000	SPOREGAS10	0.000000	01/07/2026

WP

Item: 0013
Quantity: 44,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 44,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	940002270

Delivery Address: MUBANCHI AKASAKI-CHO SASEBO CITY JP 857-0064

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N08	

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

Item: 0020
Quantity: 38,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 38,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	950001270

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

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N00	

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

Item: 0015
Quantity: 34,810,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 34,810,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9140-002732377 (F76)	DIEGO - NSF DIEGO GARCIA	

CONTINUED ON NEXT PAGE

Section B

DISTILLATE,NAVAL

Region	Requirement SPLC
WP	960001270

Delivery Address: NAVSUPFAC DGAR NSF BFO BLDG 160 NAVSUPFAC D DIEGO GARCIA

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N0D	

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

Delivery Hours: DAYLIGHT ONLY BERTHING TERMINAL.

Item: 0017
Quantity: 22,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 22,000,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9140-002732377 (F76) DISTILLATE,NAVAL	HAKOZAKI - YOKOSUKA DFSP HAKOZAKI	14

Region	Requirement SPLC
WP	940004270

Delivery Address: DFSP HAKOZAKI MUBANCHI NAGAURA-CHO, YOKOSUKA-SH JP 237-0072

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N07	

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

Item: 0016
Quantity: 18,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 18,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	970002270

Delivery Address: DLA ENERGY - DFSP FUJAIRAH CO EPPCO INTERNATIONAL FUJAIRAH FUJAIRAH

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P05	

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

Item: 0023
Quantity: 15,800,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 15,800,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9140-002732377 (F76) DISTILLATE,NAVAL	SUBICBAY - SUBIC BAY	

Region	Requirement SPLC
WP	999900117

Delivery Address: BLDG 1428 POL PIER COMPOUND ARGONAUT HWY OLONGAPO PH

Service Code	Delivery DODAAC	Ordering Office DODAAC

CONTINUED ON NEXT PAGE

Section B

NAVY SE8P0H

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

Item: 0021
Quantity: 13,500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 13,500,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	940003270

Delivery Address: CHIBANA COMPOUND, BLDG 53115B RT 74 CHIBANA JP 904-2143

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8P0F	

Mode	Receipt %	Max Parcel	Min Parcel	FOB	Restriction	FSII	SDA	CI
SHALLOW DRFT	100	40,000		O		N	N	N

Delivery Notes: MAY BE OFFERED THROUGH DFSP HAKOZAKI YOKOSUKA AND DFSP AKASAKI.

Item: 0019
Quantity: 10,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 10,000,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9140-002732377 (F76) DISTILLATE,NAVAL	KWAJALEIN - KWAJALEIN MISSILE RANGE	

Region	Requirement SPLC
WP	930000240

Delivery Address: USAG KWAJALEIN ATOLL, PSC 701 BLDG 777, LAGOON RD MARSHALL ISLANDS 96555

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	SE8A00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB	Restriction	FSII	SDA	CI
SHALLOW DRFT	100	33,000	17,000	O		N	N	N

Delivery Notes: MAY BE OFFERED THROUGH DFSP AKASAKI, DFSP GUAM OR DFSP HAKOZAKI.

Item: 0014
Quantity: 5,450,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 5,450,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	890001270

Delivery Address: HORIZON DJIBOUTI TERMINALS LTD SAZF GAAN MAA ROAD-INTERSECTI DORALEH DJ 00963

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE6P01	

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

CONTINUED ON NEXT PAGE

Section B

Item: 0018
Quantity: 3,500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 3,500,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9140-002732377 (F76) DISTILLATE,NAVAL	STARJEBEL - DFSP STAR JABEL ALI	

Region	Requirement SPLC
WP	970001270

Delivery Address: DLA ENERGY- DFSP STAR JEBEL ALI QUAY NO 2 BERTHS 8 AND 9 JEB DUBAI

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P04	

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

Item: 0022
Quantity: 2,610,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,610,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	999900173

Delivery Address: MINA PETROLEUM, RAYSUT RD. (W2J3+85q,RAYSUT) SALALAH OM

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P0B	

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

TURBINE FUEL,AVIATION,JA1,1.1H

9130-007535026

PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

JA1 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
266,390,000	0	0	266,390,000	UG6

Total Estimated (JA1) Quantity to be Purchased: 266,390,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
WP	266,390,000	SPOREJET	0.000000	01/07/2026

WP

Item: T0001 **Throughput SPLC:** 900001270 DFSP QATAR MESAIEED
Quantity: 70,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 70,000,000

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

CONTINUED ON NEXT PAGE

Section B

Region	Throughput SPLC	Requirement SPLC
WP	900001270	900001270

Delivery Address: QATEX LTD Zone 92 Mesaieed Street NO.315 BLD 1588 Doha QA

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE7P03	

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

Delivery Notes: 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" Min qty of 59,000,000USG RESERVED FOR PIPELINE MODE. Max qty of 118,000,000USG RESERVED FOR PIPELINE MODE Min qty of 0 USG RESERVED FOR TANKER MODE Max qty of 0 SUG RESERVED FOR TANKER MODE
Min qty of 59,000,000 USG RESERVED FOR PIPELINE MODE.
Max qty of 118,000,000 USG RESERVED FOR PIPELINE MODE

Item: 0040
Quantity: 70,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 70,000,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1)	FOLUDEID - AL UDEID AB	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	900001270	999900081

Delivery Address: 379 ELRS/LRGF - AL UDEID AB Qatar QA

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE7F06	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	50			O	Y	Y	Y
BULK:PIPE	100	235,000		O	Y	Y	Y

Delivery Notes: MUST BE OFFERED THROUGH QATAR - DFSP QATAR MESAIEED
** END USER CAN BE SUPPLIED THROUGH TERMINAL DFSP QATAR. NO MORE THAN 2,500,000USG TOTAL TRUCK RECEIPTS PER MONTH CAN BE PROCESSED
THROUGH AL UDEID.

Item: T0002 **Throughput SPLC:** 940003270 DFSP PDS OKINAWA
Quantity: 64,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 64,000,000

NSN	Delivery Identification	State
9130-007535026 (JA1)	OKINAWA505 - DFSP PDS OKINAWA	
TURBINE FUEL,AVIATION		

Region	Throughput SPLC	Requirement SPLC
WP	940003270	940003270

Delivery Address: BLDG 53190 CHIBANA COMPOUND RT 74 OKINAWA CITY JP 904-2143

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8P0F	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	Y	N	Y
SHALLOW DRFT	6	40,000		O	Y	N	Y

Delivery Hours: MON-FRI:0730-1630

Delivery Notes: NO MORE THAN 4,200,000USG SHALLOW DRAFT TANKER RECEIPTS CAN BE PROCESSED ANNUALLY. SHALLOW DRAFT TANKER MAY BE EVALUATED THROUGH YOKOSUKA DFSP HAKOZAKI.

Item: 0004
Quantity: 64,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 64,000,000

CONTINUED ON NEXT PAGE

Section B

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	KADENA - KADENA AB	

Region	Throughput SPLC	Requirement SPLC
WP	940003270	942001240

Delivery Address: 18 LRS LGRFP Bldg 794, DOUGLAS BLVD Nakagami-gun Kadena JP 904 0203

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F03	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	14,000	10,000	O	Y	Y	Y

Delivery Hours: MON-FRI:0730-1600

Delivery Notes: MUST BE OFFERED THROUGH OKINAWA505 - DFSP PDS OKINAWA

Item: T0003 **Throughput SPLC:** 940004270 Yokosuka DFSP HAKOZAKI
Quantity: 24,626,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 24,626,000

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	HAKOZAKI - YOKOSUKA DFSP HAKOZAKI	14

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940004270

Delivery Address: DFSP HAKOZAKI MUBANCHI NAGAURA-CHO, YOKOSUKA-SHI JP 237-0072

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N07	

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

Item: 0012
Quantity: 24,500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 24,500,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	YOKOTA - YOKOTA AIR BASE	

Region	Throughput SPLC	Requirement SPLC
WP	940004270	942002240

Delivery Address: 374 LRS LGRF YOKOTA AB BLDG 4091 YOKOTA JP

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F02	

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

Delivery Hours: MON-FRI:0730-1630

Delivery Notes: MUST BE OFFERED THROUGH HAKOZAKI - YOKOSUKA DFSP HAKOZAKI.

Item: 0011
Quantity: 110,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 110,000

Period of Performance: 01/01/2027-12/31/2027

CONTINUED ON NEXT PAGE

Section B

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

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940007270

Delivery Address: 2-1 ANZEN CHO TSURUMI-KU YOKOHAM CITY JP 105-8314

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N06	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100		1,500	O/D	Y	N	Y
SHALLOW DRFT	100	27,000		O	Y	N	Y

Delivery Notes: Max ship's LOA: 120 feet (36.6 meters) Max ship's BEAM: 26 feet (7.9 meters) Max ship's DRAFT: 10 feet (3.0 meters) Max ship's DWT: 5,000 tons

MUST BE OFFERED THROUGH HAKOZAKI-YOKOSUKA DFSP HAKOZAKI.

Item: 0002
Quantity: 16,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 16,000

Period of Performance: 01/01/2027-12/31/2027

NSN | Delivery Identification | State
9130-007535026 (JA1) | CAMPFUJI - CAMP FUJI |
TURBINE FUEL,AVIATION

Region	Throughput SPLC	Requirement SPLC
WP	940004270	999900373

Delivery Address: 2092 NAKABATA Shizuoka Prefecture GOTEMBA-CITY JP 412-0006

Service Code	Delivery DODAAC	Ordering Office DODAAC
USMC	SE8C04	

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

Delivery Hours: MON-FRI: 0730-1600

Delivery Notes: MUST BE OFFERED THROUGH HAKOZAKI - YOKOSUKA DFSP HAKOZAKI.

Item: T0004 **Throughput SPLC:** 940005270 DFSP HACHINOHE II
Quantity: 20,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 20,000,000

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

Region	Throughput SPLC	Requirement SPLC
WP	940005270	940005270

Delivery Address: 24 10 BANCHI AZA UHYOEGAWARA OHAZA KAWARAGI HACHINOHE CITY JP 039-1161

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SHALLOW DRFT	100	30,000		O	Y	N	Y

Delivery Hours: MON-FRI: 0730-1600

Delivery Notes: MAY BE OFFERED THROUGH HAKOZAKI - YOKOSUKA DFSP HAKOZAKI.

Item: 0005
Quantity: 20,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 20,000,000

CONTINUED ON NEXT PAGE

Section B

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	MISAWA - MISAWA AB	

Region	Throughput SPLC	Requirement SPLC
WP	940005270	942003240

Delivery Address: 35LRS LGRF UNIT 2014, BLDG 1173, 1-CHOME, HIRAHATA 033-0012 MISAWA AOMORI JP 033-0012

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F01	

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

Delivery Hours: 0730 - 1800 HOURS MONDAY -FRIDAY

Delivery Notes: MUST BE OFFERED THROUGH HACHINOHE 2 - DFSP HACHINOHE II.
POC MSgt Nickolas J. Hall, Nickolas.Hall@us.af.mil, 011081-176-77-9475, 2035, 9340

Item: T0005 **Throughput SPLC:** 942037248 DFSP SEONGNAM
Quantity: 16,000,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 16,000,000

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

Region	Throughput SPLC	Requirement SPLC
WP	942037248	942037248

Delivery Address: 70-5 SEOKUN-DONG SEONGNAM-SI KR

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 Notes: MUST BE OFFERED THROUGH DFSP ULSAN.

Item: 0007
Quantity: 16,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 16,000,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	OSAN - OSAN AB	KR

Region	Throughput SPLC	Requirement SPLC
WP	942037248	942004240

Delivery Address: 51 LRS LGRF, OSAN AB BLDG 2401 SONGTAN KR 459 120

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F09	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:RAILCAR	100			D	Y	N	Y
BULK:PIPE	100	24,000	3,000	O	Y	N	Y

Delivery Hours: MON-FRI: 0800-1600

Delivery Notes: MUST BE OFFERED THROUGH ULSAN - DLA ENERGY DFSP ULSAN.

CONTINUED ON NEXT PAGE

Section B

Item: T0006 **Throughput SPLC:** 942037347 DFSP ULSAN
Quantity: 2,500,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,500,000

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

Region	Throughput SPLC	Requirement SPLC
WP	942037347	942037347

Delivery Address: 110 GOSA DONG, NAM GU ULSAN-SI KR

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: 0009
Quantity: 2,500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,500,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	942037347	990004270

Delivery Address: ANJEONG-RI PYEONGTAEK-SI KR

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	SE8P06	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	24,000	3,000	O	Y	N	Y

Delivery Hours: MON-FRI: 0800-1600

Delivery Notes: MUST BE OFFERED THROUGH ULSAN - DLA ENERGY DFSP ULSAN.

Item: T0007 **Throughput SPLC:** 990003270 DFSP GUNSAN2
Quantity: 8,700,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 8,700,000

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	GUNSAN2 - DFSP GUNSAN2	

Region	Throughput SPLC	Requirement SPLC
WP	990003270	990003270

Delivery Address: 222 JANGSAN RO GUNSAN SI GUNSAN-SI KR 96264

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0B	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:BARGE	100	19,000	10,000	D	Y	N	Y
SHALLOW DRFT	100	16,350		O	Y	N	Y

Delivery Mode Notes: FOR FOB DESTINATION BARGE OFFERS MAX DRAFT: 32’, MAX LENGTH OVERALL (LOA): 361’, DEADWEIGHT TON (DWT): 3000, TOTAL LOADING ARMS: NONE, HEIGHT RESTRICTIONS (SEA LEVEL TO MANIFOLD): N/A, ADAPTERS: (1) X 10", BERTHING HOURS: DAYLIGHT ONLY, MAP COORDINATES: 35° 58' 48" N 126° 36' 46" E. FOR FOB DESTINATION ITEMS, A LEVEL QUALITY FUEL TESTING IS TO BE PERFORMED AT THE SUPPLIER'S REFINERY INSTEAD OF THE DESTINATION POINT (DFSP KUNSAN), DUE TO NON-AVAILABILITY OF LABORATORY TESTING IN THE IMMEDIATE AREA. SUPPLIER IS REQUIRED TO PROVIDE THE FULL-SPECIFICATION TEST RESULTS TO THE RECEIVING TERMINAL AND COGNIZANT QUALITY ASSURANCE REPRESENTATIVE (QAR) UPON COMPLETION OF TESTING. SUPPLIER

CONTINUED ON NEXT PAGE

Section B

ACCEPTS ALL RISKS AND RESPONSIBILITY OF THE FUEL SHOULD THE SHORE TANK (S) PRODUCT IS FOUND TO BE OFF-SPECIFICATION.

Item: 0003
Quantity: 8,700,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 8,700,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	GUNSANAB - KUNSAN AB	

Region	Throughput SPLC	Requirement SPLC
WP	990003270	942008240

Delivery Address: 8 LRS LGRF UNIT 2025 GUNSAN-SI KR 96264

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F08	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	19,000	7,000	O	Y	Y	Y

Delivery Hours: MON-FRI:0800-1600

Delivery Notes: MUST BE OFFERED THROUGH GUNSAN2 - DLA ENERGY DFSP KUNSAN

Item: T0008 **Throughput SPLC:** 999900066 DFSP GUAM 2
Quantity: 40,014,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 40,014,000

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	COCOGUAM - DFSP GUAM 2	

Region	Throughput SPLC	Requirement SPLC
WP	999900066	999900066

Delivery Address: TRISTAR TERM GUAM, INC., AGAT TERM, RT. 2A, SANTA RITS IND D AGAT GU 96915

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0G	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	N	N	N
SHALLOW DRFT	100	30,000		O	N	N	N
BULK:PIPE	100	235,000		D	N	N	N

Delivery Hours: MON-FRI: 0800-1700

Item: 0001
Quantity: 40,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 40,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	999900066	950002240

Delivery Address: 36LRS/LFRF, UNIT 14043 BLDG 26203 YIGO GU 96929

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:PIPE	100	22,500		O	Y	Y	Y

Delivery Notes: MUST BE OFFERED THROUGH COCOGUAM - DFSP GUAM 2.

CONTINUED ON NEXT PAGE

Section B

Item: 0006
Quantity: 14,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 14,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	999900066	950001270

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

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N00	

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

Item: 0038
Quantity: 19,750,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 19,750,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-007535026 (JA1) TURBINE FUEL,AVIATION	DARWIN - DFSP DARWIN (COCO)	NT

Region	Requirement SPLC
WP	999900431

Delivery Address: 740 BERRIMAH ROAD EAST ARM NT

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0L	

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

Item: 0010
Quantity: 500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 500,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	942023240

Delivery Address: 184-10, SINCHON-DONG SEONGNAM-SI KR

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	SE8A08	

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

Item: 0008
Quantity: 300,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 300,000

CONTINUED ON NEXT PAGE

Section B

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	942001280

Delivery Address: 1636, JANFFI-RO, NAM-GU POHANG, GYEONGSANGBUK-DO KR

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	SE8P0D	

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

Delivery Notes: MUST BE OFFERED THROUGH ULSAN - DLA ENERGY DFSP ULSAN.

TURBINE FUEL,AVIATION,JP5,1.1C

9130-002732379

PR #: 7015121188,7015121073,7016001357,7014802522,7014799426,7014802578

JP5 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
137,574,000	0	0	137,574,000	UG6

Total Estimated (JP5) Quantity to be Purchased: 137,574,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
WP	137,574,000	SPOREJET	0.000000	01/07/2026

WP

Item: T0009 **Throughput SPLC:** 940003270 DFSP PDS OKINAWA
Quantity: 4,224,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 4,224,000

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	OKINAWA505 - DFSP PDS OKINAWA	

Region	Throughput SPLC	Requirement SPLC
WP	940003270	940003270

Delivery Address: BLDG 53190 CHIBANA COMPOUND RT 74 OKINAWA CITY JP 904-2143

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8P0F	

Mode	Receipt %	Max Parcel	Min Parcel	FOB	Restriction	FSII	SDA	CI
SHALLOW DRFT	100	40,000		O		Y	N	Y

Delivery Hours: MON-FRI:0730-1630

Delivery Notes: MAY BE OFFERED THROUGH DFSP HAKOZAKI-YOKOSUKA AND DFSP AKASAKI.

Item: 0029
Quantity: 4,100,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 4,100,000

Period of Performance: 01/01/2027-12/31/2027

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

CONTINUED ON NEXT PAGE

Section B

Region	Throughput SPLC	Requirement SPLC
WP	940003270	940000280

Delivery Address: BLDG 622 GINOWAN-CITY JP 901 2100

Service Code	Delivery DODAAC	Ordering Office DODAAC
USMC	SE8C02	

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

Delivery Notes: MUST BE OFFERED THROUGH DFSP PDS OKINAWA.

Item: 0034
Quantity: 124,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 124,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	OKINAWA505 - DFSP PDS OKINAWA	

Region	Throughput SPLC	Requirement SPLC
WP	940003270	940003270

Delivery Address: CHIBANA COMPOUND, BLDG 53115B RT 74 CHIBANA JP 904-2143

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8P0F	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SHALLOW DRFT	100	40,000		O	Y	N	Y

Delivery Hours: MON-FRI:0730-1630

Delivery Notes: MAY BE OFFERED THROUGH DFSP HAKOZAKI-YOKOSUKA AND DFSP AKASAKI.

Item: T0010 **Throughput SPLC:** 940004270 Yokosuka DFSP HAKOZAKI
Quantity: 13,430,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 13,430,000

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	HAKOZAKI - YOKOSUKA DFSP HAKOZAKI	14

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940004270

Delivery Address: DFSP HAKOZAKI MUBANCHI NAGAURA-CHO, YOKOSUKA-SHI JP 237-0072

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N07	

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

Item: 0036
Quantity: 9,200,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 9,200,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	940004270	999900117

Delivery Address: BLDG 1428 POL PIER COMPOUND ARGONAUT HWY OLONGAPO PH

Service Code	Delivery DODAAC	Ordering Office DODAAC

CONTINUED ON NEXT PAGE

Section B

NAVY SE8P0H

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

Item: 0025
Quantity: 4,230,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 4,230,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	ATSUGI - NAF ATSUGI	

Region	Throughput SPLC	Requirement SPLC
WP	940004270	940000290

Delivery Address: NAF ATSUGI BLDG 157 MUBAMCHI AYASE-CITY HONSHU JP 252-1101

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N02	

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

Delivery Hours: MON-FRI:7:30AM-4:00PM

Delivery Notes: MAY BE OFFERED THROUGH DFSP HAKOZAKI-YOKOSUKA. FOB DESTINATION TRUCK AWARD WILL BE RESTRICTED TO 50% OF THE TOTAL VOLUME.

Item: T0011 **Throughput SPLC:** 950001270 DFSP GUAM
Quantity: 14,400,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 14,400,000

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

Region	Throughput SPLC	Requirement SPLC
WP	950001270	950001270

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

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N00	

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

Item: 0033
Quantity: 10,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 10,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	950001270	950001270

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

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N00	

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

CONTINUED ON NEXT PAGE

Section B

Item: 0037
Quantity: 2,300,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,300,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Throughput SPLC	Requirement SPLC
WP	950001270	930003240

Delivery Address: FP5250 DET 1 611 PRSC BLDG 1502 FUELS OPS WAKE ISLAND HI 96898

Service Code	Delivery DODAAC	Ordering Office DODAAC
USAF	SE8F0H	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SHALLOW DRFT	100	33,000	17,000	O	Y	N	Y

Delivery Notes: MAY BE OFFERED THROUGH AKASAKI OR GUAM.

Item: 0032
Quantity: 2,100,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,100,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	KWAJALEIN - KWAJALEIN MISSILE RANGE	

Region	Throughput SPLC	Requirement SPLC
WP	950001270	930000240

Delivery Address: USAG KWAJALEIN ATOLL, PSC 701 BLDG 777, LAGOON RD MARSHALL ISLANDS 96555

Service Code	Delivery DODAAC	Ordering Office DODAAC
ARMY	SE8A00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SHALLOW DRFT	100	33,000	17,000	O	Y	N	Y

Delivery Notes: MAY BE OFFERED THROUGH AKASAKI, DFSP GUAM, OR DFSP HAKOZAKI.

Item: 0024
Quantity: 27,100,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 27,100,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	940002270

Delivery Address: MUBANCHI AKASAKI-CHO SASEBO CITY JP 857-0064

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N08	

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

Item: 0027
Quantity: 24,800,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 24,800,000

CONTINUED ON NEXT PAGE

Section B

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	960001270

Delivery Address: NAVSUPFAC DGAR NSF BFO BLDG 160 NAVSUPFAC D DIEGO GARCIA

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE8N0D	

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

Delivery Hours: DAYLIGHT ONLY BERTHING TERMINAL.

Item: 0030
Quantity: 21,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 21,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	940002280

Delivery Address: FUELS DIV LOG DEP KANYU CHI 2 CHOME MISUMI IWAKUNI JP

Service Code	Delivery DODAAC	Ordering Office DODAAC
USMC	SE8C01	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SHALLOW DRFT	100	40,000		O	Y	N	Y

Delivery Hours: MON-FRI:0730-1600

Delivery Notes: MAY BE EVALUATED THROUGH AKASAKI OR HAKOZAKI.

Item: 0039
Quantity: 19,750,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 19,750,000

Period of Performance: 01/01/2027-12/31/2027

NSN	Delivery Identification	State
9130-002732379 (JP5) TURBINE FUEL,AVIATION	DARWIN - DFSP DARWIN (COCO)	NT

Region	Requirement SPLC
WP	999900431

Delivery Address: 740 BERRIMAH ROAD EAST ARM NT

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE8P0L	

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

Delivery Notes: "All JP-5 procured for delivery to Australia shall have a minimum Flash Point of 61.5°C at the Origin custody transfer point."

Delivery Ticket Notes: "All JP-5 procured for delivery to Australia shall have a minimum Flash Point of 61.5°C at the Origin custody transfer point."

CONTINUED ON NEXT PAGE

Section B

Item: 0028
Quantity: 10,000,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 10,000,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	970002270

Delivery Address: DLA ENERGY - DFSP FUJAIRAH CO EPPCO INTERNATIONAL FUJAIRAH FUJAIRAH

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P05	

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

Item: 0035
Quantity: 2,500,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 2,500,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	999900173

Delivery Address: MINA PETROLEUM, RAYSUT RD. (W2J3+85q,RAYSUT) SALALAH OM

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P0B	

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

Item: 0031
Quantity: 300,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 300,000

Period of Performance: 01/01/2027-12/31/2027

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

Region	Requirement SPLC
WP	970001270

Delivery Address: DLA ENERGY- DFSP STAR JEBEL ALI QUAY NO 2 BERTHS 8 AND 9 JEB DUBAI

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE7P04	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TANKER	100	235,000		O	Y	N	Y
BULK:PIPE	100	150,000		D	Y	N	Y

Item: 0026
Quantity: 70,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 70,000

Period of Performance: 01/01/2027-12/31/2027

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

CONTINUED ON NEXT PAGE

Section B

Region Requirement SPLC
WP 890001270

Delivery Address: HORIZON DJIBOUTI TERMINALS LTD SAZF GAAN MAA ROAD DORALEH DJ 00963

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE6P01	

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

CONTINUED ON NEXT PAGE

TABLE OF CONTENTS

SOLICITATION NOTES
SECTION B – SUPPLIES OR SERVICES AND PRICES OR COSTS
SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
SECTION E - INSPECTION AND ACCEPTANCE
SECTION F – DELIVERIES OR PERFORMANCE
SECTION G – CONTRACT ADMINISTRATION DATA
SECTION I – CONTRACT CLAUSES
SECTION J – LIST OF ATTACHMENTS
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES
SECTION M – EVALUATION FACTORS FOR AWARD

SOLICITATION NOTES

(Unless otherwise stated in the schedule, solicitation notes apply to all line items)

1. **SOLICITATION ATTACHMENT - OFFER SUBMISSION** provides details on use of mandatory systems BULK OFFER ENTRY TOOL (OET) and SYSTEM FOR AWARD MANAGEMENT (SAM) for this procurement.

2. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Note that registration and renewal in SAM is free of charge. Websites and/or fee-for-service arrangements that charge a fee to register or renew a registration in SAM are not affiliated with the United States Government. The United States Government does not charge any fee for a company to register, or renew registration, in SAM. Offerors can search for help on FSD.gov any time or request help from an FSD agent Monday-Friday 8 a.m. to 8 p.m. ET.

   Offerors must possess an active, complete registration in SAM, which explicitly includes assigned Commercial and Government Entity (CAGE) Code at the time of proposal submission.

3. **TANKER RATES:**

   a. For evaluation purposes per EVALUATION (F.O.B. ORIGIN TANKER), **Tanker rate is $TBD**

   b. For evaluation purposes per EVALUATION (WESTPAC BARGE, SHALLOW DRAFT TANKER), **Shallow Draft Tanker rate is $TBD**

4. **TRANSPORTATION EVALUATION PENALTIES:** The following transportation penalties will be applied for evaluation purposes in accordance with EVALUATION (WESTPAC BARGE, SHALLOW DRAFT TANKER) and EVALUATION (F.O.B. ORIGIN TANKER):

   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 12-hour transportation penalty will be assessed for vessel shifting for offers with intra-harbor movements.

   d. 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 Sitra, Bahrain. DLA Energy cannot perform vessel inspections at Fujairah.

5. **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. Validity terms are based on Force Protection Condition

(FPCON) and may range from one to three years.

6. **SUSPENDED, DEBARRED, OR INELIGIBLE OFFERORS:** Any award to a contractor is voidable at the option of the Government, 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.

7. **FOREIGN BANKING INFORMATION:** Offerors are hereby notified that utilizing foreign banking information will require completion of an additional form, should they be successful for award.

8. **MATERIAL SAFETY DATA SHEETS:** In addition to the requirements in FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2026), the apparently successful offeror need not submit an MSDS for an item for which they have submitted an acceptable MSDS to DLA Energy within the past four years. At minimum, a new MSDS must be prepared, dated, and submitted every four years. If 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 the data submitted incomplete or inaccurate, the apparently successful offeror or Contractor shall promptly notify the Contracting Officer and submit a new MSDS that is complete and accurate within 30 days of said change or revision.

9. **INTENT TO USE GATED APPROACH:** In accordance with Department of Defense Source Selection Procedures memorandum dated August 20, 2022, and GATED APPROACH, the Contracting officer intends to establish phases after receipt of initial proposals utilizing the following gated approach:

   Phase 1:

   In accordance with GATED APPROACH CRITERIA, Offerors must meet at least one of the following standards to be included in evaluations under Phase 2:

   - The Offeror is a refiner/manufacturer; or
   - The Offeror provides a Letter of Supply Commitment that meets the standard set in EVIDENCE OF RESPONSIBILITY.
   - The Offeror has successfully held a DLA Energy Bulk Petroleum Products contract within the past three (3) years.

10. **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 (DLAENERGY-QED).

SECTION B – SUPPLIES OR SERVICES AND PRICES OR COSTS

Note 1:

INCOTERM & ADDITIVE INDICATOR LEGEND	
O	ORIGIN
D	DESTINATION
O/D	ORIGIN AND/OR DESTINATION
Y	YES (ADDITIVE IS REQUIRED)
N	NO (ADDITIVE IS NOT REQUIRED)

ECONOMIC PRICE ADJUSTMENT (BULK)(SEP 2025)

(a) **Warranties**. The Contractor warrants that the contract prices do not include any amounts to protect against price adjustments covered by this part.

(b) **Definitions.** As used throughout this part, the term –

(1) **Commodity Price Index** – Indicated below in Table 1 Column 4 below. Indices are intended to track sales prices in the marketplace for one or several items or commodity groups as reported in a consistent manner in a publication, electronic database, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.

(2) **Base Commodity Price Date** – Means the effective date of the Base Commodity Price, as stated in Table 1, column 7 note below.

(3) **Base Commodity Price** – Means the Commodity Price calculated in accordance with Table 1, column 7 Note below, as of the Base Commodity Price Date resulting in the value used in determining economic price adjustments to the Base Award Unit Price of an individual product for the commodity market area and time period specified in this part.

(4) **Adjusted Commodity Price** – Means the Commodity Price Index value in effect on the Date of Delivery, calculated in accordance with Table 1, number 9 Notes below.

(5) **Base Award Unit Price** – Means the awarded unit price set forth opposite the Contract Line-Item Number (CLIN) in the SF1449 Block 20 SCHEDULE OF SUPPLIES/SERVICES.

(6) **Price Payable** – Means the Base Award Unit Price increased or decreased by the same number of cents, or fraction thereof, that the Adjusted Commodity Price applicable at Date of Delivery increases or decreases, per like unit of measure, from the Base Commodity Price.

	Base Award Unit Price
-	Base Commodity Price (as of Base Commodity Date)
	Differential
	Adjusted Commodity Price (as of Date of Delivery)
+	Differential
	Price Payable (for Date of Delivery)

(7) **Date of Delivery** – Is defined as follows:
(i) For Tanker or Barge deliveries:
(A) Free on board (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.
(ii) For all other types of deliveries. The date product is received.

(8) **Revision of Commodity Price Indicator.** In the event –

a. Any applicable Commodity Price Indicator is discontinued or its method of derivation is altered substantially –
i. If requested in writing, the parties will mutually agree to choose a new Commodity Price Index. No retroactive adjustments will be made.

(c) **Adjustments**.

(1) **Prices Payable** shall be adjusted in accordance with the formula described in paragraph (b)(6) above. Price Payable shall be expressed in U.S. dollars per U.S. gallons (USD/USG) and shall be rounded to six decimal places unless otherwise indicated.

(2) **Calculations**. All calculations are expressed in U.S. dollars per U.S. gallons (USD/USG) and shall be rounded to six decimal places unless otherwise indicated.

(3) **Modifications**. Any resultant price changes to the Base Commodity Price and Base Award Price are searchable under the Prices to Web link at the Energy CIS Main Page https://cis.energy.dla.mil/energy_cis/

(d) **Conversion factors**. If ECONOMIC PRICE ADJUSTMENT requires quantity conversions for economic price adjustment purposes, the conversion factors for applicable products as specified in CONVERSION FACTORS apply, unless otherwise specified in the SCHEDULE.

(e) **Examination of records**. The Contractor agrees that the Contracting Officer or designated representative 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 ECONOMIC PRICE ADJUSTMENT.

(f) **Final invoice**. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by ECONOMIC PRICE ADJUSTMENT.

(g) **Table 1:**

WESTERN PACIFIC BULK FUELS PURCHASE PROGRAM (WESTPAC)						
ITEM #/ PRODUCT	PUBLICATION	ASSESSMENTS	PUBLICATION SYMBOL/ CODE	EBS FORMULA ID	BASE COMMODITY PRICE USD/USG EFFECTIVE 07 JAN 2026 (EXCLUDES ALL TAXES)	EVALUATION FACTOR USD/USG
#1 F76	PLATTS	GASOIL 10 PPM SINGAPORE	AA0VC00	SPOREGAS10	$1.898333	$0.000000
#2 F76	PLATTS	GASOIL 10 PPM ARAB GULF, FOB	AAIDT00	ARAB76PPM	$1.813571	$0.007873
#3 F76	PLATTS	ULSD 10 PPM CARGOES FOB MED BASIS ITALY	AAWYY00	FOBULSD10P	$1.954393	$0.001711
#4 F76	PLATTS	GASOIL 0.1% CARGOES FOB MED BASIS ITALY	AAVJI00	FOBMDGSO10	$1.907104	$0.011000
#5 F76	PLATTS	GASOIL 0.05% S SINGAPORE	AAFEX00	SPORGS-OIL	$1.896905	($0.021431)
#6 F76	PLATTS	GASOIL 0.1% CARGO FOB NWE	AAYWR00	FOBNWEOIL	$1.904440	($0.904440)
#7 F76	PLATTS	ULSD US GULF COAST PL	AATGY00	TMPPLGCF76	$2.031100	($0.008653)
#8 JP5	PLATTS	JET KEROSENE SINGAPORE	PJABF00	SPOREJET	$1.946667	$0.000000
#9 JP5	PLATTS	KEROSENE ARAB GULF, FOB	PJAAA00	ARABJA1	$1.866667	$0.007479
#10 JP5	PLATTS	JET AV. FUEL CARGOES FOB MED BASIS ITALY	AAIDL00	WPFOBMEDJN	$2.009287	($0.012329)
#11 JP5	PLATTS	JET KEROSENE CARGOES CIF NWE	PJAAU00	CIFNWEJET6	$2.121186	($0.041868)
#12 JA1	PLATTS	JET KEROSENE SINGAPORE	PJABF00	SPOREJET	$1.946667	$0.000000
#13 JA1	PLATTS	KEROSENE ARAB GULF, FOB	PJAAA00	ARABJA1	$1.866667	$0.007479
#14 JA1	PLATTS	JET AV. FUEL CARGOES FOB MED BASIS ITALY	AAIDL00	WPFOBMEDJN	$2.009287	($0.012329)
#14 JA1	PLATTS	JET KEROSENE CARGOES CIF NWE	PJAAU00	CIFNWEJET6	$2.121186	($0.041868)

NOTES

A. EPA COMMODITY PRICE CALCULATION METHODOLOGY:

-- Average the respective Low prices and average the respective High prices for the ten published effective days' prices preceding the date of delivery.
-- Average both the Low and High averages.
-- Round to two (2) decimal places (regardless of whether the price is stated in dollars per barrel, dollars per metric ton, or cents per USG).
-- Convert to USD/USG using the conversion factors cited below, if needed.
-- Round to six (6) decimal places.

B. PUBLICATIONS:

-- Platts publishes prices Monday through Friday except holidays. A list of holidays is provided on Platts website at http://www.platts.com/Client@20Services/
-- If Platts fails to publish an assessment designated for a particular product yet publishes other assessments for other products, then that missing effective price for that particular product is not considered as a published day's price for commodity price calculation purposes.

C. EPA COOMMODITY PRICE CALCULATION EXAMPLES:

-- Example 1: 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 commodity price.

-- Example 2: Assume the date of 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 commodity price. Because Platts does not publish on the weekend, Saturday's, Sunday's and Monday's commodity price is calculated the same and then only Saturday's commodity and unit prices are used in calculating the updated commodity price.

D. M SUPPLEMENT CONVERSION FACTORS:

-- The conversion factor 313.43 USG/Metric Ton is used to calculate F76, GasOil 0.1%.
-- The conversion factor 322.80 USG/Metric Ton is used to calculate JP5.
-- The conversion factor 328.42 USG/Metric Ton is used to calculate JA1.
-- The conversion factor 42 USG/Barrel is used to calculate prices cited in USD/barrel.
-- Prices that are cited in cents/USG are converted to USD/USG by dividing by 100 and rounding to six (6) decimal places.

E. OFFER SEQUENCES:

-- All offer sequences must specify the Reference Price Formula ID upon which the offer is based in the Offeror Entry Tool (OET).
-- Offers for F76, JP5, and JA1 may use any or all of the stated Commodity Prices for that product.
-- The corresponding default Commodity Price Formula (shown in shading in the table, above) will be assigned to any sequences for which a specific Commodity Price Formula ID is not selected and, unless changed by the offeror as authorized under FAR 52.212-2, the default Commodity Price Formula will be binding on the offeror in the event of an award.

F. EVALUATION FACTORS:

-- Used for evaluation purposes only and represent the previous 12-month average spread between the Commodity Price for SPORE CARGO, FOB and the alternate reference locations index prices, for each product.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The C-QAPS are included in Attachment to this Solicitation and have been included with this Solicitation package at www.SAM.gov.

SECTION E - INSPECTION AND ACCEPTANCE

The E-QAPS are included in Attachment and have been included with this Solicitation package at www.SAM.gov.

SECTION F – DELIVERIES OR PERFORMANCE

FAR 52.247-29 F.O.B. ORIGIN (FEB 2006)

FAR 52.247-34 F.O.B. DESTINATION (JAN 1991)

DELIVERY CONDITIONS (BULK) (SEP 2025)

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. truck, transport truck, 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. 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.

(B) To the extent there is no conflict between the standards mentioned in

Paragraph (a) of the LOADING, BLOCKING, AND BRACING OF FREIGTH CAR SHIPMENTS, 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. truck, railcar, 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. truck, railcar, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the truck, railcar, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of truck, railcar, truck, 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 railcar which shall be accomplished by spotting the rail-car alongside the unloading manifold connection at the specified destination.

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

(A) If such activity has a railroad siding, by spotting the railcar 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 railcar 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 truck 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 truck 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.

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

(5) When delivery is made by truck, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(6) When delivery is made by truck, or truck 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.

(7) Unless otherwise provided in the Schedule, free time for unloading trucks shall be unlimited.

(8) Except for supplies delivered by truck, railcar, 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 railcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the railcar 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.

DEMURRAGE AND LOADING CONDITIONS (FOB ORIGIN BARGE/SHALLOW DRAFT TANKER) (SEP 2025)

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) For Barge deliveries, the vessel designated to lift the cargo will notify the Contractor’s load facility at the method provided by the Contractor in NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) of the vessel name and the expected hour of arrival at least 24 hours before the expected time of arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 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.

(2) For Shallow Draft Tanker deliveries, the vessel designated to lift the cargo will notify the Contractor’s load facility by the method provided by the Contractor in NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA) of the vessel name and the expected hour of arrival 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 3 hours after receipt of notice of readiness to load from the vessel designated to load the cargo, a reachable berth free of cost to the Government, where the vessel can be safely moored and remain afloat at all times, for loading of the ordered supplies. Laytime shall commence, berth or no berth, either at the expiration of 3 hours after notice of readiness, or immediately when the vessel moors alongside, with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last scheduled delivery date as determined pursuant to paragraph (a) above, the Government scheduled vessel shall be loaded as soon as possible in its proper turn with other vessels, and laytime shall not commence until the vessel moors alongside or at 0300 local time on the last agreed schedule delivery date, whichever first occurs.

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

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

(d) **ALLOWED LAYTIME**.

(1) **BASIC ALLOWED LAYTIME**.

(i) For cargo movements under DLA Energy bulk petroleum contracts via barge, the Contractor shall be allowed 1 hour for each 2,000 barrels loaded.

(ii) For cargo movement under DLA Energy bulk petroleum contracts via shallow draft tanker, the contractor shall be allowed 1 hour for each 3,500 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 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.

(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 QAP E1 CONTRACTOR INSPECTION RESPONSIBILITIES.

(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 U.S. Government, 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.

DEMURRAGE AND LOADING CONDITIONS (F.O.B. ORIGIN TANKER, BARGE) (SEP 2025)

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

(a) DELIVERY DATES.

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will

be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.

(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 37 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.

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

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

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

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

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

(h) The temperature of any fuel oil loaded shall be at least 10oF below the flash point of the oil and in no case higher than 150oF if the cargo tanks are uncoated, or 135oF 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 70oF; **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 10oF below the flash point of the product.

DEMURRAGE AND UNLOADING CONDITIONS (F.O.B. DESTINATION BARGE, SHALLOW DRAFT TANKER) (SEP 2025)

On items calling for delivery f.o.b. destination by means of barge or shallow draft tanker--

(a) The term **shallow draft tanker**, as used herein, shall include coastal tankers.

(b) **DELIVERY DATES AND DESTINATION**. 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 barge or shallow draft tanker will be furnished to the Contractor at least 15 days in advance of the date on which delivery is to be made, hereinafter referred to 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) **PROVISION OF BERTH**. For deliveries occurring on the date of the latest approved scheduled delivery date, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge or shallow draft tanker to be afloat at all times at the unloading port within 3 hours of the conditions at (c)(1) and (c)(2) being met. For deliveries occurring on a date other than the latest approved

scheduled delivery date, the Government will provide safe berth within 12 hours of the conditions at (c)(1) and (c)(2) being met.

(1) Issuance of Notice of Readiness (NOR) to unload by the Master or Mate of the vessel designated to discharge; and

(2) The ordered product has been found acceptable in accordance with QAP E1 CONTRACTOR INSPECTION RESPONSIBILITIES.

(d) **COMMENCEMENT OF LAYTIME**. Laytime shall commence at the sooner of either: (i) the expiration of the provision of berth period prescribed by (c) above (the 3 hours or the 12 hour period, as the case may be), berth or no berth; or (ii) subject to the conditions in (c)(2) having been met, upon the barge's or shallow draft barge's arrival in berth. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge or shallow draft tanker is completed and the hoses have been disconnected.

(e) **ALLOWED LAYTIME**

(1) **BASIC ALLOWED LAYTIME**.

(i) For barges, 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.

(ii) For shallow draft tankers, unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 3,500 barrels of supplies to be unloaded, plus 1 ½ hours.

(2) I**NCREASES TO ALLOWED LAYTIME**.

(i) If the condition of the barge or shallow draft tanker to be unloaded does not permit unloading within the number of hours determined in accordance with (e)(1) above, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge.

(ii) If the barge or shallow draft tanker is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time the conditions in (c)(1) and (c)(2) have been met, and the delay is caused by the fault of the barge or shallow draft tanker, such allowed laytime shall be increased by the duration of such delay.

(iii) If regulations of the owner or operator of the barge or shallow draft tanker prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime.

(iv) 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.

(f) **DEMURRAGE PAYABLE**. For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (e) 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 or shallow draft tanker unloading. Demurrage payable by the Government shall in no event exceed either: 1) the actual demurrage expense

incurred by the Contractor under the charter as established by an invoice, and 2) the total amount paid to charter the vessel, absent demurrage costs. 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.

(g) In the event of breakdown of Contractor's equipment, which will prohibit unloading for 2 hours or more, 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 or shallow draft tanker 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.

(h) Hoses for unloading a barge or shallow draft tanker will be furnished, connected, and disconnected by the Government.

(i) 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 or shallow draft tanker unloading the supplies.

DETERMINATION OF QUANTITY (SEP 2025)

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

(a) 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).

(1) 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.

(2) 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.

(3) DELIVERIES INTO RAILCAR. 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 railcar.

(4) DELIVERIES INTO TRUCK. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a truck, 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.

(5) 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.

(b) F.O.B. DESTINATION

(1) 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).

(2) 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).

(3) DELIVERIES BY RAILCAR. On items requiring delivery on an f.o.b. destination basis by railcar, 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 railcar; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(4) DELIVERUES BY TRUCK/INTERMODAL CONTAINER. On items requiring delivery on a f.o.b. destination basis by truck or intermodal container, the quantity shall be determined —in the following order of preference:

(i) Calibrated temperature compensating meters on the receiving system (as identified in the schedule).

(ii) Calibrated temperature compensating meter on the delivery conveyance (as identified in the schedule).

(iii) Weight, using calibrated scales at the receiving location (as identified in the schedule).

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

(v) 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.

(vi) Calibrated meter on the delivery conveyance, requiring manual volume

correction.

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

(c) 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).

(d) Invoice quantities of non-residual 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).

(e) **WATER BOTTOMS**. Every delivery must be free of all water bottoms prior to discharge; and The Contractor is responsible for their removal and disposal.

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

(g) **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:

(1) API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and 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.

(2) 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.

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

(4) 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.

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

(6) 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.

(7) 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.

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

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

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

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

i. 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.

(h) 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 1: Conversion Factor

Density 15ºC	Gallons at 60ºF to Liters at 15ºC; 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

(i) 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:

i. Where Government documents are the sole basis for payment, such as Department of Defense (DD) Form250/250-1s, the information is not required.

ii. 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.

iii. 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.

(j) 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.

IN-LINE BLENDING (SEP 2025)

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

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

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

(2) The following vessel sampling and testing must be performed by the Contractor and substitutes for the Sampling and Testing requirements contained in the CONTRACTOR INSPECTION RESPONSIBILITIES QAP. 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.

REFINERY SHUTDOWNS FOR TURNAROUNDS

COMPLETE IN OFFER ENTRY TOOL (OET)

SHIPMENT AND ROUTING (OVERSEAS) (SEP 2025)

(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 marshalling of railcars 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, SHALLOW DRAFT TANKERS, BARGES.** Report to the Quality Representative (QR).

(c) If the supplies are to be delivered f.o.b. TRUCK OR RAILCAR at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial trucks 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 railcar 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 railcar, trucks, tankers, shallow draft 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.

TANKER STANDARDS AND REQUIREMENTS (SEP 2025)

(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.

TANKER UNLOADING CONDITIONS (SEP 2025)

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

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

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

(1) The requirements of the Cargo Preference Act are applicable. If a U.S.-flag vessel is not available, the Contractor must request a waiver. The request must contain statements from at

least two U.S.-flag carriers contacted (with names and telephone numbers). Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose;
(2) Questionnaire 88 with full vessel particulars; and

(3) Vessel's prior two cargoes carried. The Contractor will notify, or cause to be notified, the ordering activity of the vessel's status from time of nomination through completion of discharge operations. Direct pre-arrival notifications to the receiving terminal shall be made in accordance with port, state and regulatory requirements and at least 72 hours before the time of arrival.

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

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

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

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

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

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

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

VARIATION IN QUANTITY (FEB 2026)

A reasonable variation in the quantity of any item ordered under this contract may be permitted when such variation results from normal conditions associated with loading and shipping.

Any allowable variation shall be limited to a maximum of:

- Ten percent (10%) increase; or
- Ten percent (10%) decrease

from the quantity specified in the applicable delivery order.

Such variation shall apply on a per-delivery-order basis and shall not be considered a breach of contract, provided it remains within the limits stated above.

SECTION G – CONTRACT ADMINISTRATION DATA

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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 Work Flow (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):

Receiving Report or Invoice and Receiving Report (Combo)

(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.

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SPE602
Admin DoDAAC**	SPE602
Inspect By DoDAAC	TBD – will be issued with award
Ship To Code	TBD – will be issued with award
Ship From Code	TBD – will be issued with award
Mark For Code	TBD – will be issued with award
Service Approver (DoDAAC)	TBD – will be issued with award
Service Acceptor (DoDAAC)	TBD – will be issued with award
Accept at Other DoDAAC	TBD – will be issued with award
LPO DoDAAC	TBD – will be issued with award
DCAA Auditor DoDAAC	TBD – will be issued with award
Other DoDAAC(s)	TBD – will be issued with award

Routing Data Table*

(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.

DESC-BTechTeam@dla.mil

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

(End of clause)

SECTION I – CONTRACT CLAUSES

FAR 52.203-3 GRATUITIES (APR 1984)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) ALTERNATE 1 (NOV 2021)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT - MAINTENANCE (FEB 2026)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED DEBARMENT, OR VOLUNTARILY EXCLUDED (FEB 2026)

FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.201-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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 Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *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 Federal Acquisition Regulation (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.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall –

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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.

(4) *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.

(5) *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 as 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 FAR part 32).

(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 termination for cause.

(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 FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; 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) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments.

(9) The specification.

(s) *Unauthorized Obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User 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 (s)(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.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u)*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.

(End of clause)

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **December 31, 2027**.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY (FEB 2026)

(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 31, 2027**.

(End of clause)

FAR 52.217-5 EVALUATION OF OPTIONS (FEB 2026)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 **days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **Six months**.

(End of clause)

FAR 52.222-3 CONVICT LABOR (FEB 2026)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSON (FEB 2026)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (FEB 2026)

FAR 52.229-6 TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2026)

FAR 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2026)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.232-11 EXTRAS (APR 1984)

FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (FEB 2026)

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):

Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

Department of Defense Federal Acquisition Regulation Supplement (DFARS):

https://www.acquisition.gov/dfars

Defense Logistics Agency Directive (DLAD):

https://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of Clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

DFARS 252.203-7002 REQUIREMENTS TO INFORM EMPLOYEES OF WHISLEBLOWER RIGHTS (DEC 2022)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)

DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

DFARS 252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (Deviation 2024-O0013, Revision 1)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)

DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2023)

DFARS 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (OCT 2024)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

DFARS 252.215-7016 NOTIFICATION TO OFFERORS—POSTAWARD DEBRIEFINGS (OCT 2025)

DFARS 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024-O0006) (FEB 2024)

(a) Definitions. As used in this clause—
"Business operations" means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

(1) Any shipment subject to price caps as specified in the—

(i) "Statement of the G7 and Australia on a Price Cap for Seaborne Russian-Origin Crude Oil", issued on December 2, 2022, between member countries of that coalition; or

(ii) "Statement of the G7 and Australia on Price Caps for Seaborne Russian-Origin Petroleum Products Berlin, Brussels, Canberra, London, Ottawa, Paris, Rome, Tokyo, Washington", issued on February 4, 2023, between such members, if such shipment complies with the applicable price caps; or

(A) Actions taken for the benefit of the country of Ukraine, as determined by the Secretary; or

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including—

(1) Any action to secure or divest from facilities, property, or equipment;

(2) The provision of products or services provided to reduce or eliminate operations in territory internationally recognized as the Russian Federation or to comply with sanctions relating to the Russian Federation; and;

(3) Activities that are incident to liquidating, dissolving, or winding down a subsidiary or legal entity in Russia.

Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;
(2) Processes or refines oil, gas, or coal; or
(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), the Contractor is prohibited from entering into a subcontract or other contractual instrument for the procurement of products or services with any entity or individual that is known to be, or that is known to have fossil fuel business operations with an entity or individual that is, not less than 50 percent owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services.

(End of clause)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHRONMIUM (JAN 2023)

DFARS 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)

DFARS 252.225-7021 TRADE AGREEMENTS–BASIC (FEB 2024)

DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (MAY 2024)

DFARS 252.225-7056 PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (JAN 2023)

DFARS 252.225-7976 CONTRACTOR PERSONNEL PEFORMANCE IN JAPAN (DEVIATION 2018-O0019) (AUG 2018)

DFARS 252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016)

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

DFARS 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (FEB 2026)(DEVIATION 2026-O0015)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA–BASIC (OCT 2024)

DLAD PROCUREMENT NOTE: C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (JUN 2023)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation

i. Supply chain traceability documentation shall include basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.
ii. Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) Website

(http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/).

iii. In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturer's parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

(End of C03 Procurement Note)

DLAD PROCUREMENT NOTE: L06 AGENCY PROTESTS (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

(End of L06 Procurement Note)

DELIVERY-ORDER LIMITATIONS (SEP 2025)

(a) The Government agrees to purchase, during the period of this contract and in accordance with the terms of this contract, at least a quantity (or quantities) of product that, under the contract terms, will be not less than 75% percent of the total estimated contract volume. Total estimated contract volume shall take into account all modifications to the contract. 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 (d) 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 section B of the contract.

(c) If under a single solicitation, contract line items are not all awarded at the same time, then the above mentioned total estimated contract volume shall be that of the contract after award has been made of all items and modifications to the contract have been issued.

(d) Notwithstanding the wording of the INDEFINITE QUANTITY —

(1) On the final order placed for each product from each line item, the Government shall be entitled to order, and if ordered, the Contractor shall be required to furnish the ordered quantity, which may exceed the quantity the Government would otherwise be entitled to order and is considered sufficient to fill out the applicable mode of delivery or the maximum parcel size set by the applicable carrier or International agreement. However, in no event shall this additional quantity exceed the maximum parcel sizes as defined in the contract unless agreed to by the Contractor.
(2) If requested by the Government, the Contractor may, at its option, make deliveries subsequent to 30 days after the expiration of the ordering period

SECTION J – LIST OF ATTACHMENTS

1. Fill-In's
2. FAR Part 12 Addenda
3. QAPs
4. Map Coordinates Desk Guide
5. Offer Submission
6. OET Overview
7. OET Guidance
8. OET OSP Crosswalk
9. BEM Overview
10. F76 Traceability Sheet
11. Equal Value Exchange of Fuel

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

See Solicitation Attachment - Fill-In's for the full text of the following solicitation provisions:

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2024)

As prescribed in 3.808(a), insert the following provision: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with 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), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency

authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, **the Offeror represents that it will not require** its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

FAR 52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2026)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (FEB 2026)

(a) *Definitions.* As used in this provision—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of

excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that

looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph
(f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(h) Contract number and order number, if applicable;

(iii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iv) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(v) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(vi) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vii) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(viii) Whether alternative products or services are available that would be compliant with the prohibition;

(ix) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(x) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

DFARS 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)

(a) *Definition*. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the Offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the Offeror, and who are expected to undertake activities on behalf of the Offeror for any resulting contract, are presently in compliance with all applicable post-employment restrictions, including those contained in 18 U.S.C. 207, 41 U.S.C. 2101-2107, 5 CFR part 2641, section 1045 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), and Federal Acquisition Regulation 3.104-2.

(End of provision)

DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES— REPRESENTATION (DEC 2019)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

DFARS 252.204-7017 PROHIBITION ON THE ACQUISITON OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (MAY 2021)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE–BASIC (NOV 2014)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

DFARS 252.225-7055 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (MAY 2022)

(a) *Definitions*. As used in this provision—
"Agency or instrumentality of the government of Venezuela," "business operations," "government of Venezuela," and "person" have the meaning given in the clause 252.225-7056, Prohibition Regarding Business Operations with the Maduro Regime, of this solicitation.

(a) *Prohibition*. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the

procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) *Representation*. By submission of its offer, the Offeror represents that the Offeror is a person that—
(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or
(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

DFARS 252.225-7966 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS—REPRESENTATION (DEVIATION 2024-O0006, REVISION 1) (MAR 2024)

(a) Definitions. The terms business operations and fossil fuel company have the meanings given in the 252.225-7967 clause of this solicitation.

(b) Representation. By submission of an offer, the Offeror represents it is not, or that it does not knowingly have fossil fuel business operations with an entity or individual that is, 50 percent or more owned, individually or collectively, by—

(1) An authority of the government of the Russian Federation; or
(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—
(i) Through the Russian Federation for sale outside of the Russian Federation; and
(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

(End of provision)

DFARS 252.225-7973 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS – REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)

(a) Prohibition. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—
(i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
(iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or

(2)A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People's Republic of China; or
(ii) By an entity domiciled in the People's Republic of China.

(b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use—

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

DFARS 252.239-7098 PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK IS DESIGNED TO BLOCK ACCESS TO CERTAIN WEBSITES—REPRESENTATION (DEVIATION 2021-O0003) (APR 2021)

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

DLAD 5452.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

DLAD PROCUREMENT NOTE: L02 ELECTRONIC ORDER TRANSMISSION (JUN 2020)

SEE SOLICITATION ATTACHMENT - FILL-INS FOR FULL TEXT

AUTHORIZED NEGOTIATORS

COMPLETE IN OFFER ENTRY TOOL (OET)

NOTIFICATION OF VESSEL EXPECTED TIME OF ARRIVAL (ETA)

COMPLETE IN OFFER ENTRY TOOL (OET)

SHIPPING POINT AND REFINERY INFORMATION

COMPLETE IN OFFER ENTRY TOOL (OET)

FOREIGN TAXES (DLA ENERGY NOV 2014)
(THIS CLAUSE APPLIES ONLY TO DLA ENERGY FUNDED ITEMS)

COMPLETE IN OFFER ENTRY TOOL (OET)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES

FAR 52.204-7 SYSTEM OF AWARD MANAGEMENT - REGISTRATION (FEB 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity. *Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking

management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) 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 UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-2 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT – MAINTENANCE (FEB 2026)

(a) *Definitions*. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and

its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

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

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) 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.

(d) *Assignees*.

(1) The Contractor shall not change the legal business 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 part 32). Assignees shall be separately registered in SAM.

(2) 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 incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATION AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR 52.204-91 CONTRACTOR IDENTIFICATION (FEB 2026)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS–COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a) *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. As a minimum, offers shall include--

(3) The solicitation number;
(4) The name, address, telephone number of the Offeror;
(5) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(6) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(7) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(8) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *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. However, the Government reserves the right to conduct discussions, if 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.
(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will 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 Offeror and the 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 the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDA TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS–COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 1, 2026)

Please refer to Attachment - FAR Part 12 Addenda

FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

FAR 52.216-1 TYPE OF CONTRACT (FEB 2026)

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

(End of provision)

FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (FEB 2026)

FAR 52.233-2 SERVICE OF PROTEST (FEB 2026)

(a) Protests, (as defined in FAR 233.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Christopher W. Clement
Contracting Officer
Christopher.clement@dla.mil
Defense Logistics Agency Energy – FEBC
8725 John J. Kingman Road, Suite 2954
Fort Belvoir, VA 22060-6222

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

(End of provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

REVOLUTIONARY FEDERAL ACQUISITION REGULATION (FAR) OVERHAUL (RFO):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS):

https://www.acquisition.gov/dfars

DFARS 252.225-7976 CONTRACTOR PERSONNEL PEFORMANCE IN JAPAN (DEVIATION 2018-O0019) (AUG 2018)

https://www.acq.osd.mil/dpap/policy/policyvault/USA002186-18-DPC.pdf

DFARS 252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016)

https://www.acq.osd.mil/dpap/policy/policyvault/USA002245-16-DPAP.pdf

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004) (SEP 2017)

https://www.acq.osd.mil/dpap/policy/policyvault/Class_Deviation_2017-O0004.pdf

DEFENCE LOGISTICS AGENCY DIRECTIVE (DLAD):

https://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of Provision)

DFARS 252.215-7008 ONLY ONE OFFER (DEC 2022)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA–BASIC (MAY 2024)

EVIDENCE OF RESPONSIBILITY (SEP 2025)

(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 should 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 should 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 should 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.

GATED APPROACH (JAN 2026)

The Contracting Officer intends to establish a phased selection process after the receipt of initial proposals. If an offeror fails to pass Phase 1 of the GATED APPROACH , they will be notified and no negotiations will be conducted with no opportunity to revise their proposal. To pass Phase 1, offerors must meet one of the criteria listed in GATED APPROACH CRITERIA.

SECTION M – EVALUATION FACTORS FOR AWARD

FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026)

(a) *Evaluation factors*. The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, represent the lowest laid-down price that is technically acceptable. The evaluation factors and subfactors for this procurement are as follows:

PHASE 1: INHERENT CAPABILITY

In accordance with GATED APPROACH CRITERIA, Offerors must meet the following minimum standards to be included in evaluation under PHASE 2:

- The Offeror is a refiner/manufacturer; or
- The Offeror provides a Letter of Supply Commitment that meets the standards set in EVIDENCE OF RESPONSIBILITY: or
- The Offeror has successfully held a DLA Energy Bulk Petroleum Products contract within the past three (3) years.

If an offeror fails to pass Phase 1 of the Gated Approach, they will be notified in accordance with FAR 15.206-1(a) and no negotiations will be conducted with no opportunity to revise their proposal.

Offerors that successfully pass Phase 1 of the gated approach will enter negotiations following the conclusion of the Phase 1 with a further opportunity to revise their proposals.

PHASE 2: LOWEST PRICE/TECHNICALLY ACCEPTABLE EVALUATION

FACTOR 1: TECHNICAL ACCEPTABILITY

The Technical Team members will evaluate each offeror based upon the offeror's compliance with the solicitation requirements. The offeror's proposal is the sole basis on which the Government will evaluate the technical merits of what is proposed.

The following subfactors will be used in determining technical acceptability:

SUBFACTOR
(1) Supplies or Services and Prices/Costs, Section B a. Offer meets all schedule requirements in Section B. b. Offered line items meet the delivery requirements of the schedule for additives required. c. Offered line items meet the delivery requirements of the schedule for mode and FOB point. d. Offered line items meet the required minimum and maximum quantity of the schedule.
(2) Description/Specification/Statement of Work, Section C a. Offer meets all specification requirements outlined in Section C provisions. b. For F76 offers, offer includes a completed and signed Traceability form for F76 fuel offers in accordance with Quality Assurance Provisions (QAP) C16.23 FUEL, NAVAL DISTILLATE (F-76).
(3) Inspection and Acceptance, Section E a. Offer meets all inspection requirements outlined in Section E b. Offeror demonstrates an understanding of the quality assurance requirements in Quality Assurance Provision (QAP) E1 of the solicitation by: 1) Certifying that it has a Quality Control Plan (QCP), applicable to a DLA Energy bulk petroleum contract, on file with DLA Energy that is no more than 24 months old; or 2) providing an outline, estimated to be no more than 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 QAP E1.
(4) Deliveries or Performance, Section F

SUBFACTOR
a. Offer meets all requirements outlined in Section F provisions. b. Offer includes completed information under Sources of Supply (monthly product capacity for each source of supply and shipping points supplied by each refinery/source of supply) for all products and shipping points. c. Offer includes completed information under Parcel Shipping Sizes and Daily Capacity for all products, modes, and shipping points offered. d. Offer includes completed information under Barge/Tanker/Shallow Draft Tanker Loading Facility Data as applicable including but not limited to map coordinates for shipping points in the proper format as specified in Attachment – Map Coordinate Desk Guide. e. Offer includes completed information under Port Restrictions as applicable.

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

ACCEPTABLE: The offeror's proposal meets the Government's supply and schedule requirements in Section B, product specifications in Section C, product quality assurance in Section E, and delivery/transportation requirements in Section F.

UNACCEPTABLE: The offeror's proposal does not meet any one or more of the following requirements: the Government's supply and schedule requirements in Section B, product specifications in Section C, product quality assurance in Section E, and delivery/transportation requirements 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 offer that includes an exception to any solicitation requirement in Section B, C, E, or F will be rated technically unacceptable under the appropriate technical evaluation subfactor unless the exception is explicitly accepted by the Government in writing during negotiations, or the offer is subsequently revised to remove the exception. Any exception/deviation to the solicitation that is not in Section M of the OSP or in an attachment compliant with subsection (f) of **EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (BULK)** will not be considered and will be rejected, regardless of whether the exception/deviation is explicitly labeled as an exception or a deviation. Offerors shall provide written details during negotiations to address any and all technical issues and/or exceptions that the Government has identified as "Unacceptable" prior to the submission of Final Proposal Revisions (FPRs). FPRs are the final opportunity to revise proposals to address any technical acceptability issues. If an FPR includes an unresolved technical issue or an exception that is not acceptable to the Government, the offer will be found technically unacceptable and ineligible for award.

The Contract/Price Team is responsible for addressing "Unacceptable" ratings, questions, clarifications, and/or comments posed by Technical Team members and relative to each offeror's proposal during negotiations. Offerors must provide additional written details or revisions in the OET to address all areas rated "Unacceptable" prior to the due date and time specified for Final Proposal Revisions, which the Government will review for technical acceptability.

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 using the Bid Evaluation Model (BEM). Offerors are advised that DLA Energy intends to execute the extension clause 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 clause contained in FAR 52.217-9 will be evaluated in conjunction with the evaluation of initial offers received.

The lowest price is the lowest laid-down price, which is the aggregate of offered product price, plus costs incurred by the government in the delivery of product to the customer location to include, but not limited to: Additives, Transportation, Terminal Service fees (Throughput, Injection Service, Truck Loading), and Offer Specific proposal information (Minimum and Maximum Offer Quantities) with consideration of all Shipping Locations, Shipment Modes, Receipt Capabilities. Transportation rates will be included for tanker, barge, shallow draft tanker, pipeline, railcar, and tank truck transportation modes in accordance with M10: EVALUATION (OVERSEAS, OTHER THAN F.O.B. ORIGIN TANKER), and M7: EVALUATION (F.O.B. ORIGIN TANKER). Government additive costs will be used to evaluate, where applicable, proposals of product that is not fully additized at the loading facility, but that instead is additized/injected en route 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, transportation and other costs. For this specific solicitation, no offers will be evaluated through the Bab Al-Mandab Straight. In order for offers proposing transit through the Suez Canal to be evaluated, the vessel must transit through the Mediterranean Sea and then route around the Horn of Africa.

(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).

(c) A written notice of award or acceptance of an offer, electronically 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.

(End of clause)

CONVERSION FACTORS (SEP 2025)

(a) CONVERSION FACTORS 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.**

UNIT OF MEASURE	EQUAL UNIT OF MEASURE
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.**

	DENSITY TYPICAL						
PRODUCT	**@15°C**	**@60°F**					
	Kg/m³	**API**	**BARRELS PER METRIC TON**	**GALLONS PER METRIC TON**	**LITERS PER METRIC TON**	**BARRELS PER LONG TON**	**GALLONS PER LONG TON**
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
BURNER FUEL OILS							
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
DIESEL FUELS							
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
INTERMEDIATE FUEL OILS							
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
JET FUELS							
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
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

PRODUCT	**ASSUMED DENSITY 20 deg C/20 deg C**		
	g/mL	lb/gal	Kg/gal
FSII DIEGME	1.025	8.561	3.884

EVALUATION (ALL OR NONE) (SEP 2025)

(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 52.212-2 Evaluation—Commercial Products and Commercial Services; 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.

EVALUATION (ALTERNATE ESCALATORS) (SEP 2025)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to offer prices based on alternate escalators in order to account for the difference in volatility between alternate escalators and DLA Energy's default escalator. Any escalators approved for use other than the default escalator are known as alternate escalators. Applying the evaluation factor to offer prices based on alternate escalators allows for evaluation of offers based on the relationship between the alternate escalator and the default

escalator over a 12-month period. Offers based on the default escalator are not subject to an evaluation factor.

(b) The evaluation factor is calculated by finding the difference between each escalator's price on the Base Commodity Price Date and that escalator's 12-month average. The difference between the alternate escalator's Base Commodity Price and its 12-month average is subtracted from the difference between the default escalator's Base Commodity Price and its 12-month average to calculate the evaluation factor for the alternate escalator. That value, which can be positive or negative, is the evaluation factor and is added to offer prices tied to the corresponding alternate escalator for purposes of determining the total laid down offer price for evaluation (see FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES).

(c) For the purposes of section (b) above, each escalator's 12-month averages are calculated by averaging the respective reference prices (as per B5: ECONOMIC PRICE ADJUSTMENT) for each day during the full 12 months prior to the Base Commodity Proce (BCP) date (e.g., if the BCP date is February 14, 2026, the prior 12-month period is February 2025 - January 2026).

Example Evaluation Factor Formula, pricing in US Dollars / US Gallons (USD/USG):

	DEFAULT ESCALATOR	**ALTERNATE ESCALATOR**
Base Commodity Price	$1.90	$1.85
12-month average	$2.0	$1.93
Difference	$-0.10	$-0.08
Evaluation Factor		$-0.02

EVALUATION (EXCEPTIONS/DEVIATIONS) (BULK) (SEP 2025)

(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 in Section M of its Offer Submission Package

(OSP) 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 in Section M of the OSP the extent to which its offer differs from those requirements.

(e) If the exception/deviation is in reference to any aspect of the solicitation not covered by subsections (c) or (d) of this provision, the offer can be considered provided the offeror clearly indicates in Section M of the OSP the extent to which its offer differs from the solicitation.

(f) If the character limitation in Section M of the Offeror Evaluation Tool (OET) prevents the offeror from clearly detailing its exceptions, the offeror may include one attachment not to exceed two pages in length labeled "Section M - Exception Requests" where it consolidates and details all exceptions to the solicitation. If such an attachment is used, the offeror must clearly state in Section M of its OSP that the exceptions are in the properly labeled attachment.

(g) Any exception/deviation to the solicitation that is not in Section M of the OSP or in an attachment compliant with subsection (f) of this provision will not be considered and will be rejected, regardless of whether the exception/deviation is explicitly labeled as an exception or a deviation. Any exception/deviation to the solicitation shall be considered rejected unless the Government explicitly accepts the exception/deviation in writing during negotiations.

(h) 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.

EVALUATION (F.O.B. ORIGIN TANKER) (SEP 2025)

(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 one way 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.

(1) For this solicitation, the rate to be used in the evaluation is **$84,376.89** per day. This rate reflects the lowest available freight rates and related accessorial and incidental charges that are reasonably anticipated to be in effect on or before the date of initial shipment. The contracting officer may update the rate to be used in the evaluation if, after the initial deadline for submission of offers, new rates or related charges become available that were not accounted for in the original evaluation rate provided above.

(b) F.O.B. Tanker Origin offers of two product loads will be evaluated individually as one product loads.

(c) Transportation freight rates will be applied to all offers in the evaluation process as follows:

(1) The following procedures will be followed in applying transportation freight rates to offers in the evaluation process:

(i) **235,000** barrels of product will be considered sufficient to fully utilize vessels **40,000** DWTs and over.

(ii) 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:

a) a single-port load plus shifting charges if it is determined that the same product will be available in the same port area,

b) 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

c) 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.

(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).

(d) EXCEPTIONS:

(1) Due to draft limitations or delivery restrictions, the following destinations cannot receive fully loaded vessels larger than **40,000** DWTs. Offers for these destinations will be evaluated on a two-port discharge or restricted parcel size, as measured in barrels, **for each respective line item stated in B1 of the solicitation**:

JAA	JA1	F76	JP5
		DFSP Diego Garcia	**DFSP Guam**
			DFSP Fujairah
			DFSP Star Jabel

(2) The following destinations can receive fully loaded vessels larger than **40,000** DWTs:

JAA	JA1	F76	JP5
	DFSP Qatar	**DFSP Salalah**	

EVALUATION OF OFFERS (OTHER THAN F.O.B. ORIGIN TANKER)

(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.

(a) 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.

EVALUATION (OVERSEAS, OTHER THAN F.O.B. ORIGIN TANKER) (SEP 2025)

(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.

EVALUATION (QUANTITIES TANKER, SHALLOW DRAFT TANKER, BARGE) (SEP 2025)

(a) DLA Energy will add five days to offered tanker lift intervals and three days to offered barge or shallow draft tanker lift intervals to determine if the maximum total quantity offered for each offered item can be lifted under a resultant contract. These evaluation factors were derived from operational

scheduling realities and will only be used for evaluation purposes. If the application of this 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, shallow draft 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 offers on an FOB destination basis, the additional days added in section (a) are not applicable.

EVALUATION (USE OF DFSP FOR TANKER) (SEP 2025)

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

EVALUATION (WESTPAC BARGE, SHALLOW DRAFT TANKER) (SEP 2025)

(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)**40,000** barrels of product will be considered sufficient to fully utilize a barge/shallow draft tanker.

(2)The Government will load no more than **40,000** barrels of fuel on a barge/shallow draft tanker per shipload.

(3)EXCEPTION(S). For product going to the following destinations, the max parcel as identified in B1 of the solicitation barrels of fuel will be considered sufficient to fully utilize a barge/shallow draft tanker:

JA1	F76	JP5
DFSP HACHINOHE II	KWAJALEIN MISSILE RANGE	KWAJALEIN MISSILE RANGE
DFSP KUNSAN		
DFSP TSURUMI		

(d) The Government will load no more than the quantity specified in (b)(3) per shipload.

RIGHT TO APPLY F.O.B. ORIGIN OFFER (SEP 2025)

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

GATED APPROACH CRITERIA (JAN 2026)

(a) To pass Phase 1 of the GATED APPROACH offerors must meet one of the following criteria:

(1) The offeror is a refiner/manufacturer; or
(2) The offer provides a Letter of Supply Commitment that meets the standard set in EVIDENCE OF RESPONSIBILITY;
(3) The Offeror has successfully held a DLA Energy Bulk Petroleum Products contract within the past three (3) years.

(End of Solicitation)