PERFORMANCE WORK STATEMENT

(PWS)

July 30, 2026

1. BACKGROUND

1.1 CONTRACT REQUIREMENT

1.1.1 CONTRACT PERFORMANCE

1.1.2 CUSTODY OF PETROLEUM PRODUCT

1.1.2.1 TRANSPORT TANK SHIPMENTS

1.1.2.2 TRANSPORT TRUCK RECEIPTS

1.1.3 CUSTODY OF PETROLEUM PRODUCTS

1.1.3.1 TRANSPORT TANK RECEIPTS

1.1.3.2 TRANSPORT TRUCK SHIPMENTS

2. PERFORMANCE REQUIREMENTS

2.1 CONTRACT PERIOD OF PERFORMANCE

2.2 PLACE OF PERFORMANCE

2.2.1 ORIGIN LOADING DEPOT

2.2.2 DESTINATION DISCHARGE FACILITY

2.3 HOURS OF OPERATION

2.4 PERFORMANCE OBJECTIVE REQUIREMENTS

2.5 PERFORMANCE SERVICES REQUIREMENTS

2.5.1 TRANSPORTATION SERVICES, CONTAINER REQUIREMENTS AND TRUCK REQUIREMENTS

2.5.1.1 CONTAINER REQUIREMENTS

2.5.1.2. TRUCK REQUIREMENTS

2.5.2 CLEANING REQUIREMENTS

2.5.3 DELIVERY REQUIREMENTS

2.5.3.1 COORDINATION

2.5.3.2 WAIT TIME

2.5.3.3 SCHEDULE

2.5.3.4 PERSONNEL QUALIFICATIONS

DRAFT

2.5.5 SECURITY, SAFETY, AND ENVIRONMENTAL REQUIREMENTS

2.5.6 GENERAL RESPONSIBILITIES OF THE CONTRACTOR

2.6 DESCRIPTION OF LINE ITEMS

2.7 RESPONSIBLITIES

2.7.1 CONTRACTOR RESPONSIBILITIES

2.7.2 GOVERNMENT RESPONSIBILITIES

2.7.2.1 CARGO ROUTING

2.7.2.2 ORDER SERVICES

2.7.2.3 CONTACT INFORMATION

2.7.2.4 ACKNOWLEDGE RECEIPT

2.7.2.5 AUTHOIZE ACCESS

2.7.2.6 SUPPLY REQUIRED FORMS

2.7.2.7 INSPECT AND ACCEPT EQUIPMENT

2.8 INSURANCE REQUIREMENTS

3. CONTRACT ADMINISTRATION & PROCEDURES

3.1 TECHNICAL DIRECTION

3.2 ORDER PLACEMENT

3.2.1 FREQUENCY

3.2.2 ORDER PROCESS

3.3.3 CANCELLATION

3.3 TASK ORDER

3.4 COMMUNICATIONS

3.5 VISITS

3.6 GOVERNMENT POINTS OF CONTACT

4. QUALITY ASSURANCE

4.1 QUALITY ASSURANCE REPRESENTATIVE

4.2 QUALITY REQUIREMENTS

4.3 QUALITY DISCREPANCIES

4.4 QUANTITY ASSURANCE PROCESS

DRAFT

4.5 QUANTITY REQUIREMENTS
5.0 DELIVERABLES
5.1 CONTRACTOR PLANS
5.1.1 CONTRACT COMPLIANCE PLAN (CCP)
5.1.2 PRODUCT QUALITY CONTROL PLAN (QCP)
5.1.3 SITUATION REPORT (SITREP)
5.2 TANK REPORT
5.3 EVENT REPORT
5.4 FUEL LOSS REPORT
5.5 ACCIDENT REPORT
5.6 DRIVER REPORT
5.7 DAMAGE AND LOSS REPORTS
5.8 DELIVERABLES TABLE
5.9 PERFORMANCE SERVICE DELIVERY SUMMARY (SDS)

DRAFT

Performance Work Statement

JPTS Bulk Fuel Container Transportation

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

1.0 BACKGROUND

1.1 Contract Requirement. Defense Logistics Agency (DLA) Energy has a requirement to transport capitalized Jet Propellant Thermally Stable (JPTS) Aviation fuel from Defense Fuel Supply Point (DFSP) Texas City, TX for discharge at Defense Fuel Supply Point Locations within this PWS. Per the solicitation, a DLA Energy Ordering Officer will issue Task Orders as required for these fuel transport services. The contractor will be required to load and deliver the fuel on the specified dates contained in the orders. Required services shall be performed in accordance with best commercial practices.

DLA Energy has a requirement to transport Jet Propellant Thermally Stable (JPTS) Aviation fuel from its shipping and destinations, on a contingency basis. Per the solicitation, a DLA Energy Ordering Officer will issue Task Orders as required for these fuel transport services. The contractor will be required to load and deliver the fuel on the specified dates contained in the orders. Required services shall be performed in accordance with best commercial practices.

When directed by DLA Energy, resultant contract(s) shall support worldwide emergency(ies). The Contractor shall provide rapid deployment and delivery of JPTS 24 hours a day/7 days a week upon
receipt of Technical Directives from DLA Energy in support of
worldwide/contingencies/emergencies.

1.1.1 Contract Performance. The contractor shall provide all bulk fuel intermodal tank containers, permits, licenses, labor, tools, parts, materials, HAZMAT placards, couplers, connectors, adapters (as needed), and transportation assets necessary to provide transport service from origin to destination.

1.1.1.1 Contractor shall weigh containers at origin after loading and at destination prior to delivery.

1.1.1.2 The contractor's transportation services shall be provided on a door to port (from Killingholme, UK or Texas City, TX to origin port) and port to door (from designated port to destination) basis. Ocean vessel bookings will be arranged by DLA Energy via US Army Transportation Command (ARTRANS).

1.1.1.3 The contractor shall obtain International Maritime Organization (IMO) declaration/clearance or IMO Port Entry Approval (DD Form2890) from local port

DRAFT

authorities to deliver HAZMAT to the Port of Embarkation (POE). Contractor shall provide Container Safety Certification (CSC) information and acquire the Container Packing Certificate (CPC) (DD-2781) as necessary.

1.1.2 Custody of Petroleum Product Shipments: Custody of petroleum products and risk of loss thereof shall pass to the Contractor as follows:

1.1.2.1 Transport Bulk Fuel Containers Shipments: When the loaded bulk fuel container is released for shipment.

1.1.2.2 Transport Truck/Chassis Shipments: When the loaded truck/chassis is released for shipment.

1.1.2.3 Transport Truck/Chassis Shipments: When the loaded truck/chassis is released to the port of embarkation for onward movement.

1.1.3 Custody of Petroleum Product Receipts: Custody of petroleum products and risk of loss thereof shall pass from the Contractor as follows:

1.1.3.1 Transport Bulk Fuel Containers Receipts: When the loaded bulk fuel container is released for shipment by the Contractor.

1.1.3.2 Transport Truck/Chassis Receipts: When the loaded truck/chassis is released for shipment by the Contractor.

2.0 PERFORMANCE REQUIREMENTS

2.1 Contract Period of Performance. The contract performance period shall be for a period of five (5) years. If the extension period is exercised, it will be exercised via contract modification (Standard Form 30) of the existing contract in accordance with FAR 52.217-9.

Contract period: 1 July 2026 – 30 June 2031
Extension Period: July 2031– 30 Dec 2031

2.2 Place of Performance.

2.2.1 Origin Loading Depot: DLA Energy Quality Assurance Representative (QAR) or other U.S. Government appointed representative will act as the U.S. representative for containers ordered by DLA-Energy. A DLA Energy QAR or other U.S. Government appointed representative will witness/oversee the loading procedures at origin. Product is being shipped from Defense Fuel Support Point (DFSP) to DFSP.

Killingholme Petroleum Support Depot
Station Road
South Killingholme
Grimsby, S. Humberside DN40 3ED

DRAFT

United Kingdom
Telephone: 011 44 (0)1469 57 1999

And/or

DFSP Texas City (Nustar Terminals Partners TX L.P)
201 Dock Rd
Texas City, TX 77590-0000
(210) 918-3801

2.2.2 Destination Discharge Facility: A DLA Energy's Regional Quality Assurance representative will act as the point of contact for the bulk fuel containers. A U.S. Air Force representative will act as the point of contact for the containers when a DLA Energy Regional Quality Assurance representative is not available. A DLA Energy Regional Quality Assurance representative or other U.S. Government appointed representative will witness the unloading procedures both at the port when the container is disembarked and at the final destination. Note: Port of Debarkation (POD) is within a secure area that is not accessible to Middle East QAR. Access is only possible once the container leaves the bonded area for transport to final destination.

DFSP Pearl Harbor, HI
NAVSUP FLC Pearl Harbor, Code 700 Fuel Dept
Building 1757 Neosho Avenue
Joint Base Pearl Harbor-Hickam, HI 96860

And/or

Al Dhafra Air Base
United Arab Emirates
Attention: Fuels Manager/Fuels Superintendent
Telephone: 011-971-50-641-0796
DSN: 314-247-4207

And/or

Kadena AB, Japan
18 LRS/LGRF
UNIT 5198 BOX 10
APO, AP 96368
Commercial -- 011 81 98 961 8815

And/or

Osan Air Base, Korea
51 WG-LGSFP

DRAFT

Unit 2064
APO, AP 26278-2064
Commercial -- 011 82 31 661 0183

And/or

RAF Fairford
Base Fuels Office
Gloucestershire, UK GL7 4DL
Commercial – 44 0 1285 714415

And/or

RAF Akrotiri
PSD Joint Logistics Squadron
Akrotiri, Republic of Cypress 4640

And/or

The U.S. Airforce Requirement

2.3 Hours of Operations.

2.3.1 Origin, Killingholme, UK: The loading days at Killingholme Petroleum Support Depot will be coordinated through DLA; the Contractor must schedule and confirm hours of operation utilizing the contact information provided in section 2.2.1. The contractor shall have 72 hours from the time that the order was placed to schedule loading date to ensure on time delivery.

2.3.2 Origin, Texas City, TX: The loading hours/days at DFSP Texas City are will be coordinated through DLA; the Contractor must schedule and confirm hours of operation utilizing the contact information provided in section 2.2.1. The contractor shall have 72 hours from the time that the order was placed to schedule loading date to ensure on time delivery.

2.3.3 Destination, DFSP Pearl Harbor, HI: Normal discharge hours are 24 hours/7 days a week; however, the Contractor must schedule and confirm hours of operation utilizing the contact information provided in section 2.2.1. The contractor shall have 72 hours from the time that the order was placed to schedule loading date to ensure on time delivery.

2.3.4 **Contingency Destination, Al Dhafra, UAE:** Normal discharge hours are between 0800- and 1900-hours local time (GMT+ 3). Delivery days at Al Dhafra, UAE are Saturday-Wednesday. (Thursday and Friday is the host country weekend - Port is closed.) Contractor shall confirm hours of operation with DLA representative or other U.S.

DRAFT

Government appointed representative for the respective area of responsibility. During Ramadan and extreme heat conditions, hours of operation may be adjusted based on host-nation and U.S. government guidance. The contractor shall have 72 hours from the time that the order was placed to schedule a loading date to ensure on time delivery.

2.3.3.1 Full containers cannot move through the destination city (Al Dhafra, UAE) prior to 0900 hours local time. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for applicable local regulatory bodies, laws, and regulations.

2.3.4 Contingency Destination, **Kadena AB, Japan**: Delivery days are Tuesday-Thursday. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for the respective area of responsibility. The contractor shall have 24 hours from the time that the order was placed to schedule a loading date to ensure on time delivery.

2.3.5 Contingency Destination, **Osan AB, Korea:** Delivery days are Tuesday-Thursday. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for the respective area of responsibility. The contractor shall have 24 hours from the time that the order was placed to schedule a loading date to ensure on time delivery.

2.3.6 Contingency Destination, **RAF Fairford, UK**: Delivery days are Monday-Friday. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for the respective area of responsibility. The contractor shall have 24 hours from the time that the order was placed to schedule a loading date to ensure on time delivery.

2.3.7 Contingency Destination, **RAF Akrotiri, Cypress**: Delivery days are Monday-Friday. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for the respective area of responsibility. The contractor shall have 24 hours from the time that the order was placed to schedule a loading date to ensure on time delivery.

2.3.8 Contingency Destination, **Unknown or Un-forecasted Location**: Delivery days are from 0730 – 1600, Monday – Friday, excluding federal holidays. Contractor shall confirm hours of operation with DLA representative or other U.S. Government appointed representative for the respective area of responsibility. The contractor shall ensure timely (within 72 hours of receiving the order request) scheduling of trucks at origin depot to complete loading within the normal hours of the facility.

2.4 Performance Objectives Requirements:

Task 1- Transportation Services, Container Requirements and Truck Requirements
Task 2- Cleaning Requirements
Task 3- Delivery Requirements
Task 4- Personnel Qualifications Requirements

DRAFT

Task 5- Security, Safety, and Environmental Requirements
Task 6- General Responsibilities of the Contractor

2.5 Performance Services Requirements

2.5.1 Task 1- Transportation Services, Container Requirements and Truck Requirements

The contractor shall furnish transportation for bulk fuel intermodal tank containers to/from various locations identified in section 2.2 Place of Performance. The contractor shall provide contractor owned bulk fuel intermodal tank containers to meet the required ordering capacity in section 3.0 Order Placement to transport Government own JPTS fuels. The contractor shall furnish the necessary chassis, vehicles and loading/unloading equipment necessary to facilitate the indicated transportation movements.

2.5.1.1. Container Requirements. The contractor-owned containers shall meet the following requirements:

2.5.1.1.1 Shall be certified for transport of aviation fuel grade JPTS via the intended transportation mode.

2.5.1.1.2 Shall have 3" British Standard Pipe (BSP) Thread.

2.5.1.1.3 Shall have an estimated Capacity of 24,000 liters or 6,340 U.S. gallons

2.5.1.1.4 All openings shall be capable of being sealed with U.S. Government provided seals, to include cleaning hatches on top that are secured by unsealed bolts only.

2.5.1.1.5 Containers used to transport U.S. Government fuel hereunder shall be prepared in accordance with Attachment 7 DLA Energy (DLAE) Conversion chart for tank trucks (TT) tank cars (TC), tank wagons (TW), tank & trailer (TRR), and intermodal containers (IMC) prior to loading. The U.S. Government shall perform quality checks on each tank container prior to and after loading at origin and prior to and after discharge at destination. Petroleum products shall not be loaded into transportation equipment whose previous cargo was caustic, acid, or chlorinated solvents.

2.5.1.1.6 The contractor shall be required to replace any equipment deemed unsafe, damaged, or not road worthy. Replacements will be reported to Contracting Officer Representative (COR).

2.5.1.1.7 ISO container is to remain in multi-product service. It shall be epoxy-coated mild steel, stainless-steel or aluminum. Refer to Attachment A DLA Energy stainless steel chart for tank trucks (TT) tank cars (TC), tank wagons

DRAFT

(TW), tank & trailer (TRR), and intermodal containers (IMC) for more details.

2.5.1.1.8 Containers may be with or without baffles.

2.5.1.2 Truck Requirements. The contractor-owned trucks shall meet the following requirements:

2.5.1.2.1 The contractor will provide the required assets to successfully perform the contractual requirements identified herein.

The contractor will be required to replace any equipment deemed unsafe or not road worthy by an authorized U.S. Government representative.

The contractor shall provide trucks that are fully operational and supply qualified personnel to perform maintenance actions 7 days a week, 24 hours a day. The contractor will only be paid for operational trucks. Trucks requiring maintenance or replacement of defective truck and trailer parts shall be replaced at no extra cost to the U.S. Government.

2.5.2 Task -2 Cleaning Requirements. The contractors shall ensure containers are suitable to load intended product IAW with Attachment A DLA Energy (DLAE) Conversion chart for tank trucks (TT) tank cars (TC), tank wagons (TW), tank & trailer (TRR), and intermodal containers (IMC) prior to departure from contractor's facility and that drivers present a cleaning certificate to U.S. designated representative prior to loading.

2.5.2.1 Cleaning certificate shall annotate previous cargo. (See Attachment A DLA Energy (DLAE) Conversion chart for tank trucks (TT) tank cars (TC), tank wagons (TW), tank & trailer (TRR), and intermodal containers (IMC) for specific cleaning requirements).

2.5.2.2 Containers deemed unsuitable to load by the U.S. Government representative will be refused. The contractor shall be liable for all costs associated with providing a container that is not suitable to load the intended product. The U.S. Government will not pay demurrage or cancellation charges for containers that are refused.

2.5.3 Task-3 Delivery Requirements.

2.5.3.1 Coordination. All deliveries must be coordinated with the Fuels Manager/Fuels Superintendent within <u>24 hours of scheduled delivery</u>. Containers will be staged at the port until DLA Energy designee orders the delivery of the containers to discharge into storage tanks located on the base.

2.5.3.2 Wait Time. Loading operations and off-loading operations will both be an **<u>average of ten hours</u>** and will require the contractor to remain with the equipment until completion.

DRAFT

2.5.3.3 Schedule. Unless otherwise specified in the Schedule, all deliveries shall be made within the specified period of time after receiving an order. If a contractor fails to make a delivery within the time specified in the delivery order, the Contracting Officer has the right to terminate the delivery order, in part or in its entirety, and re-issue a new order to a different contractor with the U.S. Government being reimbursed for any resulting, excess re-procurement costs.

2.5.3.4 Fuel Residue Disposal**.** Contractor shall report residual fuel in the ISO containers to the COR for disposition instructions**.** If required, the contractor shall dispose of residual fuel.

2.5.3.5 The contractor will provide and attach HAZMAT labeling and placarding at time of loading.

2.5.3.6 The contractor will provide the Bill of Lading (BOL) at time of loading.

2.5.3.7 The contractor shall provide the Dispatch Record at time of delivery, if applicable.

2.5.4 Task-4 Personnel Qualifications. The contractor will ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance requirements as specified below and comply with all applicable local regulatory bodies, laws, and regulations.

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

2.5.4.2 The contractor will ensure all truck drivers have a valid driver's license, passport, Visa, and vehicle registration for the applicable state/country.

2.5.4.3 Labor employed by the contractor must have valid driving permits and be knowledgeable of and abide by laws/rules pertaining to the transport of flammable liquids, including the associated labeling and placarding of HAZMAT.

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

2.5.5 Task-5 Security, Safety, and Environmental Requirements. The contractor personnel will comply with the following requirements in the execution of their assigned duties.

2.5.5.1 Regulatory Compliance. In performing the work under this contract, the Contractor will abide by and comply, with applicable local laws for each performance

DRAFT

location, DoD military installation regulations, and best commercial fuel handling practices involved in the execution of this requirement such as, but not limited to, Safety, Environmental, Labor, Hour and Wage, Workers Compensation and Occupational Health.

2.5.5.2 The contractor drivers will comply with written or verbal direction received from an authorized U.S. Government Representative in regard to applicable U.S. Government security procedures.

2.5.5.3 The contractor will comply with all applicable country's laws and regulations regarding the identification and marking, placarding, transportation, use, storage, and disposal of hazardous materials.

2.5.5.4 The Contractor will, without additional expense to the Government, be responsible for obtaining any and all required licenses, permits and the like, required for the performance of this contract.

2.5.5.5 The Contractor hereby indemnifies and holds harmless the Government from any and all claims of any type arising out of or in connection with the requirements. This indemnity shall include the obligation of the Contractor to handle and settle without cost to the Government any claims or litigation against the Government based on the allegation that the Contractor or the Government or both have not fully complied with local labor laws or regulations relating to the performance of the services required by this contract.

2.5.5.6 The contractor will provide the documents in section 2.5.4. Personnel Qualification to base/host nation security office not later than seven (7) calendar days **prior** to the scheduled delivery. The U.S. Government will not pay demurrage costs on containers in which the contractor's representatives failed to provide documentation to base/host nation security office within the seven (7) calendar day notice. Base/host nation security office is open daily/24 hours.

2.5.5.7 Safety and Health of Personnel. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others. All services will be performed by individuals fully qualified and licensed in their relevant area as outlined in Section **2.5.4**. The Contractor will ensure that subcontractors comply with these requirements.

2.5.5.8 Death or Injury to Personnel. In all instances where contractor's employees are absent due to injury or death or for purposes of receiving medical attention due to an injury during or arising from performance under this contract, the contractor will submit a full written report of the facts and the extent of such injury to the COR within 24 hours following the occurrence of such injury or death. In addition, the contractor will submit to the COR a written accident report of each and every accident occurring to the contractor's employees within 24 hours after the occurrence. If an investigation

DRAFT

of the accident is conducted, the contractor shall assist the investigator in securing statements from its employees and shall make pertinent records available to the investigator and to the COR. In addition, the Contractor shall cooperate in the reporting and investigation of any environmental or health incident connected with the services provided under this contract.

2.5.5.9 Drivers are prohibited from carrying weapons while performing tasks associated with this contract.

2.5.5.10 The U.S. Government will not provide security escort for trucks transporting fuel product.

2.5.5.11 Contractor shall keep tanks for delivery secured in a single location until they move to the final destination.

2.5.5.12 Liability for Fuel Spills. The contractor shall take all measures required by law and best business practice to prevent fuel spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event that the contractor's failure to take such measures results in a fuel spill, the contractor shall be liable for the costs of spill containment, cleanup, and disposal. In addition, the contractor shall reimburse the Government for any resulting fines or penalties.

2.5.6 Task 6- General Responsibilities of the Contractor

2.5.6.1 Contractor Furnished Equipment and Crew: The contractor shall furnish all supplies, materials, personnel, and equipment necessary to perform the services contract under the award of this contract. The Contractor shall own the equipment performing the transportation service or the contractor shall have the equipment under long-term lease for the duration of the contract period.

2.5.6.2 Maintain, Position, and Operate Equipment: The contractor shall maintain, clean, repair, position and operate contractor furnished equipment to ensure its performance under the contract, including providing fuel to operate the necessary equipment.

2.6 DESCRIPTION OF LINE ITEMS: The performance service requirements indicated in section 2.4 of the PWS are grouped under the below line items. The Contractor's offered price (which will be reflected in any resultant contract) will be based on the work indicated under the line item and any stipulations indicated (i.e. transportation costs for assets to the Contractor's facility to perform work should be included in this line item, or Contractor-provided equipment). The information below is provided to clarify any confusion in what requirements are ordered by workload assignment and how they are required to be invoiced by the Contractor when submitting its invoice in Wide Area Workflow (WAWF).

DRAFT

Line Item 0001: Line Item 0001: Intermodal Container Transport (JPTS) from origin, Texas City, TX to destination, Al Dhafra, UAE.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Texas City, TX to Al Dhafra, UAE. The Firm Fixed Price for Line Item 0001 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0002: Line Item 0002: Intermodal Container Transport (JPTS) from origin, Texas City, TX to destination, Kadena AB, JP.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Texas City, Texas to Kadena AB, JP. The Firm Fixed Price for Line Item 0002 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0003: Line Item 0003: Intermodal Container Transport (JPTS) from origin, Texas City, TX to destination, Osan AB, KS.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Texas City, Texas to Osan AB, KS. The Firm Fixed Price for Line Item 0003 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0004: Intermodal Container Transport (JPTS) from origin, DFSP Texas City, TX to destination, RAF Fairford, UK.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from DFSP Texas City, TX to RAF Fairford, UK. The Firm Fixed Price for Line Item 0004 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0005: Line Item 0002: Intermodal Container Transport (JPTS) from origin Killingholme, UK to destination, Kadena AB, JP.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Killingholme, UK to Kadena AB, JP. The Firm Fixed Price for Line Item 0005 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

DRAFT

Line Item 0006: Line Item 0003: Intermodal Container Transport (JPTS) from origin, Killingholme, UK to destination, Osan AB, KS.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Killingholme, UK to Osan AB, KS. The Firm Fixed Price for Line Item 0006 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0007: Line Item 0001: Intermodal Container Transport (JPTS) from origin, Killingholme, UK to destination, Al Dhafra, UAE.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Killingholme, UK to Al Dhafra, UAE. The Firm Fixed Price for Line Item 0007 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0008: Intermodal Container Transport (JPTS) from origin, Texas City, TX to destination, Akrotiri, Cypress.

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Texas City, TX to Akrotiri, Cypress. The Firm Fixed Price for Line Item 0008 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0009: Worldwide Operations: Intermodal Container Transport (JPTS) from origin, Texas City, TX to varying worldwide locations other than locations identified in section 2.2.

This line item covers transportation of contractor-owned bulk fuel intermodal tank containers from Texas City, TX to any worldwide destination not listed in Section 2.2.3. Worldwide Operations may require delivery to one or more locations on a variable and non-recurring basis.

The Firm Fixed Price for Line Item 0009 shall be calculated **per container** using the following pricing structure:

- **A fixed accessorials fee of $375 per container**, covering all contractor-furnished equipment required for loading, unloading, and handling.
- **A daily storage fee will be applied for each container:**
    - $45 per day container without chassis
    - $100 per day container with chassis

DRAFT

- **A road transport rate of $3.50 per mile**, applied to all over-the-road movement from origin to origin port and from destination port to final delivery point.
- **A vessel distance rate of $0.75 per nautical mile**, applied to the ocean transit distance between origin port and destination port.

Note: If, during performance, the Government establishes a recurring or predictable delivery schedule to any location not listed in Section 2.2, the Government may add a separate Line Item to the contract via modification.

Line Item 0010: Worldwide Operations: Intermodal Container Transport (JPTS) from origin, Killingholme, UK to varying worldwide locations other than locations identified in section 2.2.

This line item covers transportation of contractor owned bulk fuel intermodal tank containers from Killingholme, UK to any worldwide destination not listed in Section 2.2.3. Worldwide Operations may require delivery to one or more locations on a variable and non-recurring basis.

The Firm Fixed Price for Line Item 0010 shall be calculated **per container** using the following pricing structure:

- **A fixed accessorials fee of $375 per container**, covering all contractor-furnished equipment required for loading, unloading, and handling.
- **A daily storage fee will be applied for each container:**
  - $45 per day container without chassis
  - $100 per day container with chassis
- **A road transport rate of $3.50 per mile**, applied to all over-the-road movement from origin to origin port and from destination port to final delivery point.
- **A vessel distance rate of $0.75 per nautical mile**, applied to the ocean transit distance between origin port and destination port.

Note: If, during performance, the Government establishes a recurring or predictable delivery schedule to any location not listed in Section 2.2, the Government may add a separate Line Item to the contract via modification.

Line Item 0011: Container Port Storage Fee:

This line item is for Storage fees for containers that remain at port longer than the free time allotted by that respective port. The Firm Fixed Price for Line Item 0011 shall be invoiced monthly for the previous month's storage total.

DRAFT

Line Item 0012: Container Demurrage:

This line item is for Demurrage for days containers are held beyond the free time beginning at load date: 30 days free time for destination Pearl Harbor, HI, 75 days free time for worldwide locations. The Firm Fixed Price for Line Item 0012 will be invoiced on a per day rate on a monthly basis.

Line Item 0013: Container Cancellation Fee:

This line item is for any order cancelled within the 24-hour period for which the contractor has already commenced movement operations (including the dispatch of tanks/containers from the contractor's facilities or the loading of the tanks/containers with fuel), the contractor is entitled to a cancellation fee. The Firm Fixed Price for Line Item 0013 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

Line Item 0014: Fuel Residue Disposal:

This Line Item covers the expense associated with the removal of any excess or leftover fuel that was associated with the pervious load. In accordance with section 2.5.3.4. The Firm Fixed Price for Line Item 0014 shall be invoiced on a per US gallon basis monthly for the previous month's disposal total.

Line Item 0015: Intermodal Container Transport (JPTS) from origin, Texas City, TX to destination, DFSP Pearl Harbor, HI.

Line Item 0016: Emergency Storage:

This line item is for emergency storage fees for containers that exceed their allotted free time at the origin or destination and require extended storage due to unforeseen circumstances, services will be provided on an as needed basis, subject to contracting approval. The Firm Fixed price for CLIN 0016 will be applied monthly based on the total storage incurred in the previous month.

Line Item 0017 Emergency Lift-In/Lift-out:

This line item is for emergency lift-in/lift-out fees on an as needed basis, subject to contracting approval. It applies to containers that exceed their allotted free time at the original destination and require extended storage due to unforeseen circumstances. The Firm Fixed price for CLIN 0017 will be invoiced monthly based on the total storage incurred in the previous month.

Line Item 0019: Intermodal Container Transport (JPTS) from origin, Killingholme, UK to destination, RAF Fairford, UK.

DRAFT

This line item is for transportation of contractor owned bulk fuel intermodal tank containers from Killingholme, UK to RAF Fairford, UK. The Firm Fixed Price for Line Item 0019 shall be priced on a per container basis and shall include all Contractor furnishing equipment to transport contractor-owned containers, and equipment to load/unload containers.

2.7 Responsibilities: The Government and the contractor will operate as a team to ensure standards as established in CFR 49 are met and maintained in the performance of the contract.

2.7.1 Contractor Responsibilities:

2.7.1.1 In addition to what has been described above in Task 1-6. The contractor shall maintain and operate all equipment in accordance with applicable U.S. Department of Transportation (DOT), federal, state, host nation laws, and military regulations, including applicable regulations of the Commander, DLA Energy. Compliance with the following regulation is mandatory:

2.7.1.2 DOD 4500.9R, Defense Transportation Regulation (DTR), March 2020. Note: DOD 4500.9-R can be accessed through the following web site, https://www.ustranscom.mil. Follow the link to Defense Transportation Regulations. If you have any questions or need assistance in obtaining access to the link, contact DLA Energy-FENBA at (571) 373-0470.

2.7.2 Government Responsibilities:

DLA Energy - Supply Planner Responsibilities: The DLA Energy - Supply Planner or COR will perform the following duties. The contractor will be provided with the name and contact information for the DLA Energy - Supply Planner Manager at time of award.

2.7.2.1 Cargo Routing. Issue cargo routing instructions to shippers.

2.7.2.2 Order Services. Order all loading and unloading services and schedule all movements.

2.7.2.3 Contact Information. Furnish the Contractor with the names and appropriate telephone numbers, of persons designated as the Government's ordering, inspecting, and receiving representatives upon award of the contract.

2.7.2.4 Acknowledge Receipt. Acknowledgement of receipt shall be completion of the DD-250-1, or WAWF Energy Receiving Report (ERR)

2.7.2.5 Authorize Access. Arrange for an authorized representative of the contractor to have access to all facilities to load and discharge containers as necessary.

2.7.2.6 Supply Required Forms. Supply the contractor with all forms that the contractor is required to file with the Defense Logistics Agency Energy Middle East

DRAFT

Region, or the COR.

2.7.2.7 Inspect and Accept Equipment. The Government may conduct pre-award and/or pre-service inspections of contractor equipment.

2.8 Insurance Requirements:

2.8.1Cargo Insurance: The Contractor shall provide cargo insurance, at its own expense, as required by law, at least equal to the value of the cargo transported.

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

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

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

3.0 CONTRACT ADMINISTRATION & PROCEDURES

3.1 Technical Direction

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

3.1.2 Directions to the contractor which fill in details or otherwise serve to accomplish the PWS.

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

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

3.1.5 Technical direction must be within the scope of work stated in the contract. All technical directions shall be issued in writing by the KO or COR. The Contractor acknowledges that the COR does not have the authority to, and may not, issue any technical direction which:

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

3.1.7 Interferes with the contractor’s right to perform the terms and conditions of the contract.

DRAFT

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

3.1.9 Advise the contractor in writing that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract.

3.1.10Advise the contractor that the Government will issue a written change order. A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the Task Order.

3.2 Order Placement

3.2.1 Frequency.

3.2.1.1 Estimated frequency of lifts from DFSP Texas City, TX to DFSP Pearl Harbor, HI are up to 5 containers per year.

3.2.1.2 Estimated frequency of lifts from Killingholme, UK to DFSP Pearl Harbor, HI are up to 5 containers per year.

3.2.1.3 Estimated frequencies of lifts from Killingholme, UK to Al Dhafra AB are up to 15 containers per year.

3.2.1.4 Estimated frequencies of lifts from DFSP Texas City, TX to Al Dhafra AB are up to 15 containers per year.

3.2.1.5 Estimated frequencies of lifts from Killingholme, UK, to Fairford, UK are up to 10 containers per year.

3.2.1.6 Estimated frequencies of lifts from Killingholme, UK to Kadena, JP are up to 50 containers per year.

3.2.1.7 Estimated frequencies of lifts from DFSP Texas City, TX to Kadena, JP are up to 50 containers per year.

3.2.1.8 Estimated frequencies of lifts from DFSP Texas City, TX to Fairford, UK are up to 10 containers per year.

DRAFT

3.2.1.9 Estimated frequencies of lifts from Killingholme, UK to Osan, KS are up to 60 containers per year.

3.2.1.10 Estimated frequencies of lifts from DFSP Texas City, TX to Osan, KS are up to 60 containers per year.

3.2.1.11 Estimated frequencies of lifts from Killingholme, UK to Akrotiri, Cypress are up to 40 containers per year.

3.2.1.12 Estimated frequencies of lifts from DFSP Texas City, TX to Akrotiri, Cypress are up to 40 containers per year.

3.2.1.15 Estimated frequencies of lifts from DFSP Texas City, TX to Worldwide Emergency Locations are up to 30 containers per year.

3.2.1.16 Estimated frequencies of lifts from Killingholme, UK to Worldwide Emergency Locations are up to 30 containers per year.

3.2.2 Order Process. A single task order will be generated for each period of performance year of the contract and individual Workload Assignments will be assigned by DLA Energy COR for each service being requested by the Government. Invoices that are submitted by the contractor will include the existing contract number, task order number, and Contract Line Item Number (CLIN).

3.2.2.1 DLA-Energy FENB or its written designee shall act as the sole U.S. Government representative to order tank intermodal containers under this contract.

Defense Logistics Agency – Energy
8725 John J. Kingman Road, Suite 2954
Fort Belvoir, VA 22060-2954
Telephone: (571) 585-0307

3.2.2.2 The U.S. Government shall provide notice of order for empty tanks/containers at least 10 days in advance of the load date on which delivery of tanks/containers to the loading point is to be made.

3.2.3 Cancellation. If an order is cancelled at least 24 hours prior to the commencement of movement operations (including the dispatch of tanks/containers from the contractor's facilities or the loading of the tanks/containers with fuel), the U.S. Government shall not be liable for any charges. Any order cancelled within the 24-hour period for which the contractor has already commenced movement operations (including the dispatch of tanks/containers from the contractor's facilities or the loading of the tanks/containers with fuel), the contractor is entitled to a cancellation fee.

3.3 Task Order: A single task order will be generated for the total quantity of requirements for the current period of performance at the beginning of that period of performance of the contract

DRAFT

for the line items listed in section 1.1. The Contractor will submit an invoice for the Workload Assignments against the Task Order and the total value of the Workload Assignments in aggregate shall not exceed the total value of the Task Order for each line item for that performance period of the contract.

3.4 Communications: The Contractor will contact the COR in regard to Work Load Assignments or potential work to be performed that is not covered in the terms of the contract. If there is a question/clarification or interpretation of terms stated in the contract or in requirements/wording within the PWS, the Contractor is required to contact the Contract Specialists and the Contracting Officer administering the contract. For any proposed changes in contract terms or modifications to the contract, the Contractor is required to contact the Contract Specialist and the Contracting Officer administering the contract. As the only individual authorized by Congress to bind the U.S. Government in contractual obligation, the Contracting Officer is the final decision authority for all proposed changes, modifications, interpretations of the contract terms, PWS, and requested work to be performed unless specific duties have been delegated to other positions (i.e. placement of orders by the Supply Planner or the COR with the Contractor for work that is within the terms and scope of the contract).

3.5 Visits: Government personnel, including but not limited to the COR, QAR, and Government Representative may make announced periodic visits to the contractor's facilities to observe daily operations. Announced visits will follow a 1-day prior notice to the contractor. During these visits, the contractor shall provide knowledgeable personnel to tour and inspect the areas. The KO and/or his representative will conduct periodic inspections.

3.6 Government Points of Contact: The following individuals serve as the points of contact for the duration of the contract:

Contracting Officer Representative (COR): As assigned by DLA Energy

Contracting Officer (KO): As assigned by DLA Energy

4.0 QUALITY ASSURANCE

4.1 Quality Assurance Representative. DLA Energy -Indo-Pacom shall act as the US Representative in Hawaii.

DLA ENERGY-Hawaii East Pac
1025 Quincy Avenue
Bldg 479, Suite 2000
Pearl Harbor, Hawaii 96860-4512
Telephone: (808) 786-2304/(808) 783-2078
Energy_HawaiiEast_Pac@dla.mil

DRAFT

4.2 Quality Requirements. The contractor shall be responsible for the quality of the product after loading and while in the contractor's possession in accordance with the associated specification. U.S. Government representatives may conduct inspections of tanks/containers at origin and/or at destination to ensure fuel quality standards are met. The contractor bears the responsibility of fuel that is contaminated or delivered off-specification while in the contractor's possession. The contractor will not take any samples or break any seals without a DLA Energy-ME or U.S. Government designated representative being present or without their prior approval. The contractor shall be liable for the contents and the tanks/containers as long as the inspection was carried out and the seals were placed prior to placing the tanks/containers onboard the vessel. If the U.S. Government determines the tanks/containers have been tampered with while out of the Contractor's possession, DLA Energy and Military Sealift Command (MSC) will address the issue with the assigned respective vessel operator and relieve the Contractor of any liability. If during the investigation, there is no wrongdoing found on the part of the vessel operator or its agents, the Contractor may be held responsible.

4.3 Quality Discrepancies: Quality discrepancies shall be investigated and reported through appropriate command channel and Service Control Point (SCP) to DLA Energy-Quality/Technical Directorate (Quality Operations Division (AQ)). Details of the quality discrepancy shall be submitted to DLA Energy-AQ IAW Product Quality Deficiency Report (PQDR) instructions at the DLA Energy Web Page available using the hyperlink below.

4.3.1 Product Quality Deficiency Reports containing all of the required information shall be transmitted to the following e-mail addresses: DESC.QAoffice@dla.mil and the DLA Energy-Middle East Quality Manager. Additionally, the Standard Form 368 (PQDR) form is available in PDF format for electronic submission via the following DLA Energy Web Page hyperlink:
https://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/forms/

Note: Take digital photos if possible and include these photos in the PQDR Submission package.

4.4 Quality Assurance Processes. The U.S. Government shall:

4.4.1 Provide numbered seals at origin.

4.4.2 Provide adapters at loading and discharge points from single point receptacle to a 3 ½" inch fitting.

4.4.3 Perform quantity determination in accordance with DoDM 4140.25. All quantities will be corrected to US Gallons @ 60 degrees Fahrenheit. ASTM D-1250, Volume VIII, Tables 5B/6B for API @ 60 degrees Fahrenheit or Volume VIII, Tables 53B/54B for density @ 15 degrees Celsius will be used for API or density/volume correction factors. Where the volume is in cubic meters use the current ASTM D1250, Volume XII, Table 52, to convert cubic meters @ 15 degrees Celsius to barrels at 60 degrees Fahrenheit then multiply barrels @ 60 degrees Fahrenheit by 42 to get US Gallons @ 60 degrees

DRAFT

Fahrenheit. Convert liters @ 15 degrees Celsius to cubic meters @ 15 degrees Celsius by dividing by 1000.

4.4.4 Prepare a DOD MILSPETS DFSP SHIPMENT AND RECEIPT DOCUMENT (DD Form 1348-7) for each shipment at the point of origin to be signed by the U.S. Government Representative at destination for verification of services performed.

4.4.5 Shipping Documentation: Verification of shipping documentation:

4.4.5.1 Verify that the delivery is to correct delivery location.

4.4.5.2 Verify that the correct product is reflected on the shipping document.

4.4.5.3 Verify that conveyance seal numbers (if appropriate for the mode of transport) are reflected in the shipping document.

4.4.5.4 Verify documentation of quality analysis results at origin is provided (where applicable).

4.4.6 Conveyance: Check the conveyance for evidence of theft, tampering, sabotage, leaks, and other safety or quality discrepancies.

4.4.6.1 Verify that seals (if applicable for mode of transport) are not missing, broken or tampered with. Verify that the numbers on installed seals match the seal numbers on the shipping document. Verify that the rings attached to the manifold through which the seals are attached are braised or welded and that the seals cannot be slipped off.

4.4.6.2 Verify that tank hatches are secured and that the screws, if any, are actually welded and not falsely welded so that the hatch could be disassembled and fuel removed without tampering the seals.

4.4.6.3 Verify that the container does not appear to have any void compartments, false bottoms, or hoses running from the fuel storage compartments to the fuel truck saddle tank so that the container is powered by the fuel from the storage container.

4.4.6.4 Verify that the dipping ports are not sealed and that there is fuel in the storage tanks instead of only the dipping port containing fuel. Verify there is not a bowl added below the dipping port to enable a false measurement being taken because the dipping port thereby extends below the level of the fuel storage tank.

4.4.7 Product: Verify that product delivered is product ordered. If not, refer to MIL-STD 3004-1 (latest edition) for disposition instructions.

4.4.7.1 Verify that the product markings on the conveyance match product shown on the shipping document.

DRAFT

4.4.7.2 Obtain an all-level sample from each tank compartment and perform a visual analysis for color, water and sediment.

4.4.7.3 Remove serial numbered seals at destination.

4.5 Quantity Requirements

4.5.1 General: The contractor shall be responsible for the quality and quantity of production their possession during transport. U.S. Government representatives may conduct inspections on transport trucks, transport vessels, and/or transport railcars at origin and/or at destination to ensure fuel quality and quantity standards are met. The contractor shall provide delivery receipts, DD Form 1348-7, for all products delivered. Receipts shall be signed by the authorized U.S. Government Representative.

4.5.1.1 The contractor shall after having tanks/containers weighed at origin notify QAR or designated U.S. Government representative of the tanks/containers arriving at the port of debarkation (POD) to witness the disembarkation, weighing, and storing of tanks/containers to allow the efficient inspection of seals and determination of potential losses.

4.5.2 Load Quantities: Tanks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD Form 1348-7 for information purposes only and shall be volume corrected to 15 ºC in accordance with Paragraph 4.5.3 of this document."

4.5.3 Quantity Determination. Load and discharge quantity shall be determined on the basis of the following:

4.5.3.1 The method(s) to be followed for quantity determination at the product acceptance point shall be according to the terms of the contract for each location. Review the "Notes" section of the contract for any modifications of quantity determination clauses. Additional measurements are made upon receipt as a means of inventory control. By taking measurements by various methods, the inventory control checks can be validated against each other. The quantities received into bulk fuel facilities will be determined as per the terms of each respective contract. Note: In lieu of a Temperature Compensating Meter (TCM), a standard flowmeter may be used provided the temperatures are properly recorded and calculations performed to convert gross quantities to net at 15ºC.

4.5.3.2 Variations in quantity must be within the acceptable limits of tolerance criteria developed in DoDM 4140.25 Volume 11 Section 3, Table 1. If the loss tolerance exceeds 0.5%, DLA Energy is entitled to the entire amount of the lost product, regardless of the cause of the loss. The Government reserves the right to offset any losses incurred during shipment against each invoice; however, the 0.5% loss tolerance applies only to normal operating losses. In the event there is evidence of

DRAFT

theft or tampering, DLA Energy reserves the right to claim losses, even if they are less than 0.5%. The offset will be determined by the average of daily gains/losses per CLIN over the invoice period. The invoice period is defined as bi-weekly for this contract.

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

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

4.5.3.5 All invoice quantities shall be converted to U.S. gallons. To convert liters to gallons, multiply the quantity in liters by 0.264172 gallons per liter (3.78541 liters per gallon). Refer to contract provision M55 CONVERSION FACTORS to convert metric tons to U.S. gallons. The temperature and density will be conducted by using a calibrated thermometer and hydrometer for the specification of the fuel. API MPMS Chapter 12, Calculation of Petroleum Quantities. All calculations of net quantities shall be made in accordance with this chapter.

4.5.3.6 The contractor has the responsibility to deliver to designated Government destinations all product loaded into contractor tanks/containers as documented by the DD Form 1348-7. Risk of loss or damage to the supplies provided shall remain with the contractor until delivery has been made to the Government at the destination specified in the contract.

4.5.3.7 For FOB Destination deliveries, the contractor has the right to have a representative present to witness the delivery and measurement of quantity.

4.5.3.8 Contractor shall allow, as requested, weight checks at time of transfer of tanks/containers from truck and/or rail transport to vessel transport and/or from vessel transport to rail/truck transport, as determined as necessary by DLA Europe and Africa, DLA Energy ME, or other U.S. Government appointed representative.

5.0 DELIVERABLES

5.1 Contractor Plans. The description of the plans below is guidance and not all inclusive. Plans will comply with applicable guidance and regulatory requirements. Other accredited

DRAFT

documentation, as agreed to by the KO, to assess fuel operations and support capabilities (e.g., international certifications, certificates or licenses to operate) is authorized. Prior to operational start date/receipt of DLA Energy owned product, or as otherwise specified, the contractor shall provide to the KO the following plans or other accredited documents for review and acceptance:

5.1.1 Contract Compliance Plan (CCP) The contractor is responsible for ensuring compliance with all contract performance requirements. As such, the contractor shall develop an inspection system acceptable to the Government for monitoring overall contract performance. The inspection system is to include a written CCP developed and used by the contractor to measure performance on a continuous basis. The CCP shall include performance requirements for all of the services and tasks listed in this PWS and the contractor's own performance-based plans. General performance criteria shall include the contractor's ability to provide continuous support capabilities as specified in this PWS, record keeping, and reporting procedures pertaining to administrative requirements. The CCP shall include time specific checklists for evaluation of all operational and preventive maintenance requirements. The CCP shall address procedures for corrective actions including the resolution of Corrective Action Reports (CAR) and Product Quality Deficiency Reports (PQDR) generated by the Government. The contractor shall submit the CCP to the KO for review and approval within 60 days after the contract award. Any disagreement by the contractor with the KO's assessment of the CCP will be resolved at least one level higher than the KO. The CCP shall be made available for Government review, upon request, at any time during the contract performance period. The CCP may be used by the Government for monitoring and assessing contract performance.

5.1.2 Product Quality Control Plan (QCP) The QCP shall describe how the contractor intends to perform the required services in order to ensure that all products meet specification requirements during the performance of the contract. The plan shall include procedures for the following operations, as they affect quality control: cleaning and preparing bulk fuel intermodal tank containers Storage and Handling, Quantity Determination, Records and Reports, and Corrective Action. Subsequent to contract award, revisions to the QCP shall be submitted to the KO within 30 days after the revision is deemed necessary. The contractor shall submit the finalized QCP to the KO for review and approval within 60 days after contract award.

5.1.3 Situation Report (SITREP). The contractor shall prepare and submit to DLA Energy the following documentation for each shipment/movement, to include weekends. The report will identify tank number, document number, quantity loaded to each location, load date, load point, destination, date of delivery, quantity delivered to each location and number of vehicles needed to complete mission.

5.2 Tank Report. A detailed tank report will be required upon contract commencement and as assets are removed or added. The report will contain tank identification number, plate number (where applicable) and description to include owned or leased status and owner's name.

DRAFT

5.3 Event Report. An Event Report allows the contractor and DLA Energy to track the identification, investigation, and resolution of any issues affecting contract performance. A detailed event report will be submitted by the contractor upon request from the KO and will include as applicable date, location, tank number, load point, movement information, event description, and current status.

5.4 Fuel Loss Report. The contractor is responsible for the safeguarding of fuel product and reporting any loss of product to a U.S. Government authorized representative upon the submission of a delivery ticket. Fuel losses exceeding tolerance limits identified in paragraph 4.5.3.2 will be followed up with a written fuel loss report within 24 hours. The report will contain the date, tank number, quantity lost, document number, fuel type, and a detailed explanation of how the fuel loss occurred to include possible causes.

5.5 Accident Report. The contractor is responsible for providing accident information to the KO after any accident involving personnel injuries. The report will contain the date, location, number of personnel injured, type of injuries, accident description, and current status are to be provided within 24 hours.

5.6 Driver Report. A driver report is due upon contract commencement to the Fuels Manager/Fuels Superintendent at Al Dhafra Air Base and when employee changes are made by the contractor. The drivers report will contain current drivers, new drivers required and expected arrival dates.

5.7 Damage and Loss Reports. During operation under this contract, in all instances where cargo, equipment, or property is damaged, lost, or pilfered while in the care, custody, or possession of the contractor, the contractor shall submit a full written report of the facts and the extent of such damageor loss to the COR within 24 hours following the occurrence or discovery. This includes contractor's equipment and private or Government property handled by contractor's employees, agents, or subcontractors. Details should include how the damage occurred, investigation details, and an estimate of how and when reimbursement for damages will occur.

5.8 Deliverables Table. The table below represents all deliverables due by the contractor to the Government after contract award. The reference provided the Table represents the section of the PWS/solicitation, or resultant contract that outlines the requirement specifically. The "Deliverable/Event" column represents the title / type of the item or product due and what format it shall be provided. The "Delivery Timing" column is the frequency and due date when it is the responsibility of the contractor to deliver to the COR, or other designated representative as specified in the referenced requirement section. Unclassified deliverables and correspondence shall be delivered to the DLA Energy COR at the address specified.

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

Table 1: Deliverables

DRAFT

CDRL #	PWS Section	Deliverable/Event	Objective/Description	Delivery Timing
A0001	1.2.1	Personnel Qualification	Security Requirements	7 calendar days prior to the scheduled delivery
A0002	1.2.2	HAZMAT Labeling and Placarding	Host Nation requirements for moving fuel within borders	At time of loading product
A0003	1.2.3	Company Business License	Contractor validation	At contract award
A0004	5.1.1	Contract Compliance Plan (CCP)	Plan for ensuring contract compliance.	Within 60 days after contract award
A0005	5.1.2	Product Quality Control Plan (QCP)	Plan for how the contractor intends to perform the required services in order to ensure that all products meet specification requirements.	Draft submitted with initial proposal. Approved copy submitted within 60 days after contract award Note: Must be approved by QA
A0006	5.1.3	Situation Report (SITREP)	Report for each shipment/movement	For each shipment/movement
A0007	5.3	Event Report	Detailed report of identification, investigation, and resolution of any issues	Upon request
A0008	5.4	Fuel Loss Report	Report of fuel losses exceeding tolerance limits identified in paragraph 4.6.3.2	Within 24 hours of loss
A0009	5.5	Accident Report	Report of any accident involving personnel injuries	Within 24 hours of accident
A00010	5.6	Driver Report	Report containing current drivers, new drivers required, and expected arrival dates	Upon contract commencement and for employee changes
A00011	5.7	Damage and Loss Report	Report of cargo, contractor's equipment, or private or Government	Within 24 hours of occurrence or discovery

DRAFT

			property is damaged, lost, or pilfered	

5.9 Performance Service Delivery Summary (SDS): Table 2, Performance Service Delivery Summary represents important contract objectives that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the SDS, the contractor is fully expected to comply with all requirements in the PWS. The SDS serves as a point of reference for the contractor and Government to measure the services provided. The COR will be the technical expert to validate the SDS/Performance Threshold. The KO will issue a Contractor Discrepancy Report when the contractor's performance is unsatisfactory. The contractor shall reply in writing within 24 hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent recurrence.

Table 2: Performance Service Delivery Summary

PWS Paragraph	Performance Objective	Performance Metric	Acceptable Quality Level (AQL)	Source and Frequency of Surveillance
2.5.1	Provide transportation for bulk fuel intermodal tank containers to/from various locations identified in section 2.2 Place of Performance.	Number of times per year delivering equipment to designated locations at designated time.	No more than four (4) instances where the contractor failed to deliver equipment to designated locations or as scheduled.	COR surveillance and customer feedback.
2.5.2	Ensure containers are suitable to load intended product.	Number of times per year to provide equipment clean and free of contaminates.	No more than two (2) failures where containers were deemed unsuitable to load.	COR surveillance monthly.
2.5.3	Deliveries shall be coordinated and made within the specified period of time.	Number times per year the specified period of time is not met.	No more than two (2) failures to meet time requirement.	COR surveillance and customer feedback.

DRAFT

2.5.4	Personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance requirements.	Number of times per year assigned personnel fail to meet requirements.	Zero (0) instances where the personnel do not meet requisites.	COR surveillance and customer feedback.
2.5.5	Shall comply with all applicable country's laws and regulations regarding the identification and marking, placarding, transportation, use, storage, and disposal of hazardous materials.	Number of times per year of failure to comply with laws and regulations.	No more than one (1) failure to comply with applicable country's laws and regulations.	COR surveillance and customer feedback.
2.5.6	Furnish all supplies, materials, equipment, and personnel necessary to perform the services.	Number of times per year of failure to furnish service requirements.	No more than two (2) failures to furnish requirements.	COR surveillance and customer feedback.

DRAFT