

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL    ☐ FINAL☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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## SOLICITATION NOTES

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

1. DLA Energy is procuring AN8, MUM, and JP5 on behalf of the National Science Foundation (NSF). The winner of this contract must provide **all products** and there will only be **one delivery**. The ordering period is from **Date of Award** to **January 31, 2024**. The period of performance is **December 1, 2023**, to **January 31, 2024**, plus a thirty (30) day carry over period to ensure delivery of orders submitted on the last day of the ordering period.

2. Offers must be submitted by the following method:

a. The Bulk Offer Entry Tool (OET). Use of the Bulk OET is mandatory for this solicitation. Use of the Bulk OET will allow your offer to be imported directly into the Bulk Bid Evaluation Model (BEM). NOTE: Multiple PDF attachments are allowed to be uploaded with an offer. There are no size restrictions. When you submit your offer in OET, a SF1449 that contains your electronic signature will be included as part of your offer submission package. If you wish to submit an SF1449 signed by someone other than the individual submitting the offer in OET, you must include the signed SF1449 as part of your offer attachment.

b. In order to utilize the Bulk OET, you must first establish a Bulk OET account using the DLA Accounts Management and Provisioning System (AMPS). You can access AMPS at <https://amps.dla.mil/oim>, where you can either create a new AMPS account or log in using your existing account (you will be asked to provide your CAGE code when creating a new AMPS account). Once you have established an account in AMPS, you will need to request the following role: "OET Prod – Bulk Vendor Role OET- 105." To select this role, you will first choose 'Energy Applications' then 'Energy OET' under the Browse Roles by Application tab. When applying for this role, please include your company name in the notes or comments section of the application. Also, when applying for Bulk OET – you MUST include at least one CAGE code in the CAGE CODE for BULK OET attribute field and ensure your email corresponds with your company name. At a minimum you should include the CAGE code(s) that you intend to use to submit offers under this solicitation. It is recommended that you include all CAGE codes that you typically use for BULK FUELS offers. You can update this attribute at any time after your initial account has been established. Once your role has been approved, you will be provided with a username and password that can be used to log into the Bulk Fuels OET website: <https://offerwizard.dla.mil/bulkoet/bulkoet.html>. If you experience difficulty in establishing an account, you can contact the DLA Energy Bulk Technical Team at [DESC-BTechTeam@dlamail](mailto:DESC-BTechTeam@dlamail) for assistance.

c. If you have already obtained a BULK OET account but cannot remember your password or need your password reset, Email [J64CSAccessManagement@dlamail](mailto:J64CSAccessManagement@dlamail), and [DESC-BTechTeam@dlamail](mailto:DESC-BTechTeam@dlamail). To ensure that your offer is submitted in a timely manner, please log in to the OET as soon as possible to ensure you have access once the OET is opened.

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If you have any questions on how to complete your offer in OET, please contact the Contracting Officer or Procurement Analysts, Shanice Whitfield, Shanice.Whitfield@dla.mil, (571) 767-8495 and Darren Dunham, Darren.M.Dunham@dla.mil, (571) 767-0338.

### 3. OFFEROR SUBMISSION: OSP ATTACHMENTS

a. Once an offeror has submitted an attachment to its OSP in an OET round, the offeror is NOT required to resubmit the same attachment during subsequent OET rounds, UNLESS the attachment is being revised. For technical evaluation, if the Government determines that any attachment to document attached to the offeror's OSP is Acceptable, the offeror is not required to resubmit these same documents again in any subsequent revised offer(s) unless the offeror needs to submit revised information for further evaluation. If the Government determines that any attachment document in an offeror's OSP is Unacceptable, the offer will remain Unacceptable until the offeror submits a revised document for evaluation or formally withdraws the document from its offer, as instructed by the Government.

b. An offeror's submission of an attachment in any subsequent revised offer(s) replaces, and constitutes the formal withdrawal of, the same or similar attachment in any previous offer(s), regardless of whether the earlier attachment was Acceptable or Unacceptable. Therefore, if an offeror's original attachment is Acceptable, the later submission of an Unacceptable version of the attachment replaces and withdraws the Acceptable version, making the offer Unacceptable.

4. The following are estimated maximum quantities for the Deep Freeze purchase program requirements. The actual purchases are pursuant to orders placed in accordance with FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) AND FAR 52.216-18 ORDERING (AUG 2020).

TURBINE FUEL, AVIATION AN8 / PURCHASE PROGRAM 1.1k / NSN: 9130-01-373-0208: 7,250,000 (USG)

FUEL, Gasoline, MUM / PURCHASE PROGRAM 1.1k / NSN: 9130-01-272-0983: 150,000 (USG)

Turbine Fuel, Aviation, JP5/PURCHASE PROGRAM 1.1d/ NSN: 9130-00-273-2379: 1,500,000 (USG)

**TOTAL ESTIMATED VOLUME FOR ALL PRODUCTS: 8,900,000 USG**

5. The delivery period for all items is December 1, 2023, through January 31, 2024, with a thirty-day carryover period. See contract provision I86.12, DELIVERY - ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DLA ENERGY OCT 2021).

6. Payment term of "Net 30" will apply to all contracts awarded from this solicitation.

7. All volumes are in U.S. Gallons (USG). Parcel sizes are in barrels (BBLs).

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8. NOTICE TO SMALL BUSINESS CONCERNS: In accordance with FAR 19.000(b), FAR Part 19 – Small Business Programs with the exception of FAR Subpart 19.6 does not apply to the Deep Freeze procurement. The subject procurement involves performance outside of the United States and US outlying areas. For questions concerning Small Business matters, contact Mr. Gregory Thevenin at 571-767-9465.

9. Offerors are advised that the inclusion of any provision which requires sequential evaluation of individual offers, (i.e., offers requiring DLA Energy to obtain more than one computer evaluation in order to evaluate that offer), may result in rejection of the offer. Offerors are encouraged to discuss intended changes with DLA Energy in order to identify potentially unacceptable proposals and to determine possible alternatives.

10. DLA Energy may require dealers (non-manufacturers) to submit evidence of a supply commitment in accordance with L704 EVIDENCE OF RESPONSIBILITY (DLA ENERGY BULK) (JULY 2019) found in the solicitation. If this information is not provided by the specified date, the offer may result in a determination of non-responsibility. In addition, Interim Proposal Revisions (IPRs) is the last opportunity for offerors to revise sources of supply, shipping points, products, FOB, base market prices and modes of delivery. [See L704 (d) and FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023) of the solicitation.]

11. ADDITIVES: For each line item, the schedule identifies additive requirements for the receipt mode for product offered. The product specification also identifies the additive levels required in all product(s).

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

13. Transportation is 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 38,000 Deadweight Tons (DWTs) and will be inclusive of time charter hire. The transportation rate will be an estimated market rate based on either market information, published prices, actual rates paid by the Government, or any combination thereof. This evaluation rate will be expressed as a daily rate of \$72,294.66 for U.S. Flag time charter costs. DLA Energy will use evaluation rates along with mileage from Source Points to Destination Points to compute the transportation rates. This applies to all products.

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14. Hazard Communication Standard Notice:

Effective June 1, 2015, Federal Standard No. 313-E, Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities, establishes the requirement for preparation and submission of Safety Data Sheets (SDS) in lieu of Material Safety Data Sheets (MSDS) by suppliers who provide hazardous materials to government activities. The Occupational Safety and Health Administration (OSHA) has modified its Hazard Communication Standard (HCS) to conform to the United Nations Globally Harmonized System of Classification and Labeling of Chemicals. As a result of this change, GSA revised Federal Standard No. 313-E requiring Safety Data Sheets for classifying chemicals and communicating the applicable information on labels. In accordance with the revised standard after June 1, 2015:

- a. Suppliers will be required to submit to the contracting officer for review and approval prior to award, safety data sheets consistent with the requirements found at 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
- b. Suppliers will also be required to submit to the contracting officer for review and approval prior to award, hazardous warning labels in accordance with 29 C.F.R. 1910.1200 for hazardous materials delivered to the Government.
- c. Finally, suppliers must train their employees on the new safety data sheets, hazardous warning labels, and requirements of 29 C.F.R. 1910.1200.

For more information on SDS, refer to OSHA's website, available at:

<https://www.osha.gov/dsg/hazcom/ghs-final-rule.html>.

For information on 29 C.F.R. 1910.1200, refer to the below link:

<http://www.gpo.gov/fdsys/pkg/CFR-2009-title29-vol6/pdf/CFR-2009-title29-vol6-sec1910-1200.pdf>.

15. All previous years' BEM reports and award information can be obtained from the SAM.gov webpage at <https://sam.gov>. Please refer to 'Contracting Opportunities' for active and inactive solicitations, award information, and corresponding BEM reports.

16. Information regarding OET access and offer submission, please see note 1 under SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES.

17. Offers must be submitted on or before **July 28, 2023, at 1:00 p.m. Fort Belvoir, VA, local time.**

18. DLA Energy will not pay foreign taxes or fees. Accordingly, offerors may not include foreign taxes or fees in their offer prices or anywhere else in their proposals. The K86 section of the offer submission package must therefore reflect that no foreign taxes or fees are included in the contract price and that the offeror will not invoice foreign taxes or fees separately.

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Acquisition Regulation Supplement

(DFARS): <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

Defense Logistics Agency Directive

(DLAD): <https://www.dla.mil/Acquisition/Policy-and-Directives/>

19. Offerors are advised that all exceptions, including any price escalator exceptions must be entered into the OET. All solicitation exception requests **must be included** in section M (Requests for Exceptions) of the OSP via OET tool to be considered. Any exception/deviation to the solicitation that is not in Section M of the OSP or in an attachment compliant with subsection (f) of M72.10 will not be considered and will be rejected, regardless of whether the exception/deviation is explicitly labeled as an exception or deviation. Additionally, 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 a 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. All supply commitment letter(s) (if applicable) must be uploaded in OET per L704. Additive prices must be included if offer includes additives. Complete clauses as prescribed in the solicitation and attach in the OET.

20. Potential offerors may request general information from the Contracting Officer and Lead Buyer before July 14, 2023. After that date, no request for general information will be allowed. Please contact Paul Johnson at [Paul.johnson@dlamail.mil](mailto:Paul.johnson@dlamail.mil) if you would like to request general information.

21. DLA will only accept FOB Origin Tanker offers for this procurement.

22. Please review DLA Energy Contract Text **B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DLA ENERGY JAN 2012)** and the Reference Prices identified in paragraph (f).

23. If any solicitation amendments are issued before closing, please submit a signed copy acknowledging receipt and acceptance.

24. If you are a new or existing offeror offering from a new shipping point, a Pre-Award survey will be conducted. **Please provide a name, address, and point of contact for each shipping point and source of supply.**

25. Offerors will need to submit safety data sheets, hazardous warning labels, and confirmation that their employees are or will be trained on the safety data sheets and hazardous warning labels.

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

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27. When accessing Solicitation Attachments in SAM.gov, offerors are instructed to Download or Save each file to their computer desktop or drive folder. Do not view these files solely within an internet browser. These files, such as Attachment 2 – C QAPS and Attachment 3 – E QAPS, have their own sub-attachments which may only be viewed by Downloading or Saving the file. Offerors are responsible for awareness and acceptance of all information contained therein.

28. Per M24.04, DLA Energy will provide to each offeror the location of the vessel that would most likely be assigned to lift products from offered sources under a resultant contract. This location is provided as Piraeus, Greece.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES OR COSTS**

**Note 1:** The Deep Freeze requirement will escalate with their respective region’s economic price adjustment (EPA) formula provided in text B19.34 ECONOMIC PRICE ADJUSTMENT (OVERSEAS BULK) (DLA Energy JAN 2012). The Base Reference Price date is **May 26, 2023**, for Deep Freeze. Offerors must identify each offered price to the publication, product, posting, price and effective date. Proposals without a specified price escalator will be evaluated against DLA-Energy’s “default” price escalator for each product. In addition, Interim Proposal Revisions (IPRs) is the last opportunity to propose an alternate EPA escalator that is not listed in B19.34. At FPRs, offerors may change their proposed EPA escalator, provided the offeror chooses an escalator listed in B19.34 at the time when FPRs are requested.

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

(a) The minimum and maximum quantities are defined in the contract provision I86.12, DELIVERY - ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DLA ENERGY OCT 2021).

(b) The supplies to be furnished during the contract period of December 1, 2023, through January 31, 2024 plus a 30 day carover, and all associated data are as follows:



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Section B		
Quality Technical Provisions <b>TURBINE FUEL, AVIATION, AN8, 1.1K</b> 9130-013730208 <b>PR #:</b> 7002244530		
IAW BASIC QAP 52838 ENERGY-QAP-C16.64-3 REVISION NR E DTD 12/01/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01 REVISION NR B DTD 06/26/2015 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01 REVISION NR A DTD 07/08/2014 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E1 REVISION NR B DTD 03/28/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E22 REVISION NR D DTD 02/09/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E35 REVISION NR A DTD 12/01/2011 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02 REVISION NR C DTD 12/01/2016 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E12 REVISION NR A DTD 07/30/2015 PART PIECE NUMBER:		
Turbine Fuel, Aviation		
Quality Technical Provisions <b>TURBINE FUEL, AVIATION, JP5, 1.1K</b> 9130-002732379 <b>PR #:</b> 7002244530		
IAW BASIC QAP 52838 ENERGY-QAP-C16.01 REVISION NR I DTD 12/01/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01 REVISION NR B DTD 06/26/2015 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E40.01 REVISION NR A DTD 07/08/2014 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E1 REVISION NR B DTD 03/28/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E22 REVISION NR D DTD 02/09/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E35 REVISION NR A DTD 12/01/2011 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02 REVISION NR C DTD 12/01/2016 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E12 REVISION NR A DTD 07/30/2015 PART PIECE NUMBER:		
Turbine Fuel, Aviation, JP-5 IA Doc ID Number: MILT5624 IA Doc CAGE: 81349		
Quality Technical Provisions <b>FUEL, GASOLINE, MUM, 1.1K</b> 9130-012720983 <b>PR #:</b> 7002244530		
IAW BASIC QAP 52838 ENERGY-QAP-C16.69-2 REVISION NR C DTD 06/01/2017 PART PIECE NUMBER: IAW REFERENCE NON GOVT STD ASTM D4814		
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Section B

REVISION NR DTD

PART PIECE NUMBER:

IAW REFERENCE NON GOVT STD EN228-2012

REVISION NR 20 DTD 03/06/2013

PART PIECE NUMBER:

IAW REFERENCE NON GOVT STD JIS K 2202

REVISION NR DTD

PART PIECE NUMBER: CLASS NO. 1

IAW REFERENCE QAP 52838 ENERGY-QAP-E18.01

REVISION NR A DTD 08/01/2009

PART PIECE NUMBER:

IAW REFERENCE QAP 52838 ENERGY-QAP-E37

REVISION NR A DTD 12/01/2011

PART PIECE NUMBER:

IAW REFERENCE QAP 52838 ENERGY-QAP-E21.01

REVISION NR B DTD 06/26/2015

PART PIECE NUMBER:

IAW REFERENCE QAP 52838 ENERGY-QAP-E22

REVISION NR D DTD 02/09/2022

PART PIECE NUMBER:

IAW REFERENCE QAP 52838 ENERGY-QAP-E35

REVISION NR A DTD 12/01/2011

PART PIECE NUMBER:

IAW REFERENCE QAP 52838 ENERGY-QAP-E12

REVISION NR A DTD 07/30/2015

PART PIECE NUMBER:

Gasoline, Midgrade Unleaded

TURBINE FUEL,AVIATI,AN8,1.1K

9130-013730208

PR #: 7002244530

AN8 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
7,250,000	0	0	7,250,000	UG6

Total Estimated ( AN8 ) Quantity to be Purchased: 7,250,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
AN	7,250,000	SPOREJET	0.000000	05/26/2023

AN

Item: 0001

Quantity: 7,250,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 7,250,000

Period of Performance: 12/01/2023-03/01/2024

NSN

9130-013730208 (AN8)

TURBINE FUEL,AVIATI

Delivery Identification

499129DPFZ - MCMURDO STATION

State

Region

AN

Requirement SPLC

923001000

Delivery Address: MCMURDO STATION MCMURDO STATION 96599-1035

Service Code

NSF

Delivery DODAAC

499129

Ordering Office DODAAC

499129

Mode

BULK:TANKER

Receipt %

100

Max Parcel

180,000

Min Parcel

FOB Restriction

O

FSII

Y

SDA

Y

CI

Y

Delivery Notes: AN8 is an ultra-low sulfur product.

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Section B

TURBINE FUEL,AVIATION,JP5,1.1K

9130-002732379

PR #: 7002244530

JP5 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
1,500,000	0	0	1,500,000	UG6

Total Estimated ( JP5 ) Quantity to be Purchased: 1,500,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
AN	1,500,000	SPOREJET	0.000000	05/26/2023

AN

Item: 0002

Quantity: 1,500,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 1,500,000

Period of Performance: 12/01/2023-03/01/2024

NSN

9130-002732379 (JP5)

TURBINE FUEL,AVIATION

Delivery Identification

499129DPFZ - MCMURDO STATION

State

Region

AN

Requirement SPLC

923001000

Delivery Address: MCMURDO STATION MCMURDO STATION 96599-1035

Service Code

NSF

Delivery DODAAC

499129

Ordering Office DODAAC

499129

Mode

BULK:TANKER

Receipt %

100

Max Parcel

35,714

Min Parcel

FOB Restriction

O

FSII

Y

SDA

N

CI

Y

Delivery Notes: JP5 is an ultra-low sulfur product.

FUEL, GASOLINE,MUM,1.1K

9130-012720983

PR #: 7002244530

MUM Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
150,000	0	0	150,000	UG6

Total Estimated ( MUM ) Quantity to be Purchased: 150,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
AN	150,000	SPORMGASUN	0.000000	05/26/2023

AN

Item: 0003

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Section B

Quantity: 150,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 150,000

Period of Performance: 12/01/2023-03/01/2024

NSN 9130-012720983 (MUM) FUEL, GASOLINE	Delivery Identification 499129DPFZ - MCMURDO STATION	State
Region AN	Requirement SPLC 923001000	
Delivery Address: MCMURDO STATION MCMURDO STATION 96599-1035		
Service Code NSF	Delivery DODAAC 499129	Ordering Office DODAAC 499129
Mode BULK:TANKER	Receipt % 100	Max Parcel 5,000
	Min Parcel	FOB Restriction O
		FSII N
		SDA N
		CI N

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

(a) **WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this contract text; and
- (2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation contract texts.

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

- (1) **Base unit price** means the unit price set forth opposite the item in the Schedule.
- (2) **Reference price** means the market price indicator set forth in the Table in (f) below with which the base unit price is to fluctuate. **NOTE: The term market price indicator will be referred to hereafter as "reference price" in this contract text.**
- (3) **Date of delivery** is defined as follows:
  - (i) **FOR TANKER OR BARGE DELIVERIES.**
    - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
    - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
  - (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point.
  - (iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.**

- (1) The Contractor shall give written notice to the Contracting Officer, Defense Logistics Agency Energy (DLA Energy), of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.
- (2) Subject to the conditions of this contract text, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.
- (3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.
- (4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this contract text. However, no increase in a contract unit price shall be executed pursuant to this contract text until the increase in the applicable published reference price has been verified by the Contracting Officer.
- (5) **FAILURE TO DELIVER.** Notwithstanding any other conditions of this contract text, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date

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of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

- (6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment contract texts shall not exceed **815%** percent of the award price, except as provided hereafter.

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

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

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

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

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

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

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

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

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

(f) **TABLE.**

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REFERENCE PRICE TABULATION				
ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE	REFERENCE PRICE AS OF MAY 26, 2023 (EXCLUDES ALL TAXES)
See Below	Platts Oilgram Price Report (U.S. Edition)	Product Price Assessments (Asia)	See Below	Compute the average low/high for ten published effective days' prices preceding the date of lift

**NOTE:** Buyer shall include a note or notes in the Table that will identify the specific publication(s), method(s), and time period(s) for calculating the reference price(s).

PRODUCT	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG EFFECTIVE MAY 26, 2023	ID
AN8 and JP5	Platts Jet Kerosene FOB (Singapore Cargo) Note 1	\$2.112857	SPOREJET

Note: Offers based on the above Platts Ket Kerosene FOB market price indicator will be subject to a factor of zero \$0 for evaluation purposes only and Note 1 applies.

MUM	Platts Gasoline Unl 95 FOB (Singapore Cargo) See Note 1	\$2.165952	SPORMGASUN
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Note: Offers based on the above Platts Gasoline Unl 95 FOB market price indicator will be subject to a factor of zero \$0 for evaluation purposes only and Note 1 applies.

AN8 and JP5	Platts Jet Kerosene FOB (Singapore Cargo) 3-day wrap See Note 2	\$2.111905	TMPPL3DAYJ
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Note: Offers based on the above Platts Ket Kerosene FOB 3-day wrap market price indicator will be subject to a negative factor of -\$0.022245 for evaluation purposes only and Note 2 applies.

MUM	Platts Gasoline Unl 95 FOB (Singapore Cargo) 3-day wrap See Note 2	\$2.215000	TMPPL3DAYU
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Note: Offers based on the above Platts Gasoline Unl 95 FOB 3-day wrap market price indicator will be subject to a negative factor of -\$0.068002 for evaluation purposes only and Note 2 applies.

#### For Platts Oilgram:

**NOTE 1:** The Reference prices using this escalator are calculated by averaging the respective low prices and averaging the respective high prices for the ten published effective days' prices preceding the date of lift. Both the

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low and high averages are then averaged to determine the new Reference Price. This average price is averaged to two (2) decimal places, regardless of whether the price is stated in dollars per barrel, dollars per metric ton, or cents per USG. This average will be converted to dollars per USG using the conversion factors cited in Paragraphs C, D, and E if needed, and rounded to six (6) decimal places.

For example, assume a date of delivery on Friday and on that day, Platts published the effective price assessment for the previous day (Thursday). That previous day's effective price assessment would be the tenth day used to calculate the reference price. If a delivery were on Saturday, Sunday, or Monday, then the prior Friday's effective price, which is published on Monday, would be the tenth day used to calculate the reference price. Because Platts does not publish on the weekend, Saturday's, Sunday's, and Monday's reference price is calculated the same and then only Saturday's reference and unit prices are reflected in the contract price modification. For any consecutive days' reference prices that calculate to be the same, only the first day's reference and unit prices are shown on the contract price modification. Accordingly, for any lift date not shown on a contract price modification, the last date prior to the missing date is used for payment purposes. If Platts fails to publish an assessment designated for a particular product yet publishes other assessments for other products, then just that missing effective price for that particular product is not considered as a published day's price for reference price calculation purposes. Platts publishes prices Monday through Friday except holidays. A list of holidays is provided on Platts website at <http://www.platts.com/Client%20Services/>.

**NOTE 2:** The Reference prices using this escalator are calculated using a 3-day wrap average. The reference price would be the average of the day prior to the lifting date, the day of, and the day after the lifting date. This average price is averaged to two (2) decimal places, regardless of whether the price is stated in dollars per barrel, dollars per metric ton, or cents per USG. This average will be converted to dollars per USG using the conversion factors cited in Paragraphs C, D, and E if needed, and rounded to six (6) decimal places. On days when prices are not published, the escalator price will remain the same as the last publication date on which prices were published.

(End of B19.34 text)



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### **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**Note:** The C-QAPS are included in Attachment 2 to this Solicitation and have been included with this Solicitation package at Sam.gov for your convenience.

**QAP C16.64-3 TURBINE FUEL, AVIATION (AN8) (DEEP FREEZE) (PC&S) (DLA ENERGY DEC 2022)**

**QAP C16.69-2 GASOLINE AUTOMOTIVE, UNLEADED, MIDGRADE (MUM) (PC&S) (DLA ENERGY JUN 2017)**

**QAP C16.01 TURBINE FUEL, AVIATION (JP5) (DLA ENERGY DEC 2022)**

### **SECTION E – INSPECTION AND ACCEPTANCE/QAPS**

**Note:** The E-QAPS below are included in Attachment 3 to this Solicitation and have been included with this Solicitation package at Sam.gov for your convenience.

**FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)**

**QAP E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DLA ENERGY MAR 2022)**

**QAP E12 POINT OF ACCEPTANCE (DLA ENERGY JUL 2015)**

**QAP E22 LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (DLA ENERGY FEB 2022)**

**QAP E21.01 POINT OF INSPECTION (DLA ENERGY JUN 2015)**

**QAP E35 NONCONFORMING SUPPLIES AND SERVICES (DLA ENERGY DEC 2011)**

**QAP E37 SOURCE RESTRICTION AND SOURCE INSPECTION (DLA ENERGY DEC 2011)**

**QAP E40.01 MATERIAL INSPECTION AND RECEIVING REPORT (MIRR)/WIDE AREA WORKFLOW (WAWF) ENERGY RECEIVING REPORT (ERR) (DLA ENERGY JUL 2014)**

### **SECTION F – DELIVERIES OR PERFORMANCE**

**Note 1:** PORT ASSESSMENT: All Tanker Origin offers will require a Port Assessment (PA) post award. PA is performed by Naval Criminal Investigative Service (NCIS) prior to the performance period. Offerors are required to provide a Facility Security Officer point of contact for awarded shipping points to coordinate with NCIS, as applicable. PA is valid for 3 years.

**Note 2:** Coordinates provided in Section H.3 of the Offer Entry Tool (OET) submission package will be used to calculate tanker transportation rates. Offers are technically unacceptable if coordinates are not provided or not accurate. Coordinates must be pier side to be evaluated. Coordinates must be in the proper format: 38° 43' 9"N 77° 9' 46"W (DLA Energy HQ Building as an example). No decimal places will be evaluated.

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**FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)**

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

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to **each delivery order**.

(End of clause)

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

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

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

Deliveries into tanker or barge. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or Shipping/shore tank measurement.

Deliveries into pipeline. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a pipeline, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or shipping tank measurements.

Deliveries into rail tank car. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or, using calibrated scales; or certified capacity table for the rail tank car.

Deliveries into tank truck, truck and trailer, or tank wagon. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tank truck, truck and trailer or tank wagon, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or weight, using calibrated scales; or certified capacity table for the conveyance or container.

Deliveries into intermodal container. On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into an intermodal container, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter, loading either through top or bottom tank outlets (top loading requires loading gantry or "fall arrest" system), or certified capacity table for the container, or weight, using calibrated scales.

F.o.b. destination.

Deliveries by tanker or barge.

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On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the receiving tank system; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

#### Deliveries by pipeline.

On items requiring delivery by pipeline on an f.o.b. pipeline junction or f.o.b. destination basis, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the pipeline junction or the receiving tank system; or receiving tank measurements. F.o.b. pipeline junction is defined as the junction between a Contractor-owned or controlled pipeline and a Government-owned or controlled pipeline. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

#### Deliveries by rail tank car.

On items requiring delivery on an f.o.b. destination basis by rail tank car, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of calibrated meter on the receiving tank system; or weight, using calibrated scales at the receiving location; or certified capacity table for the rail tank car; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

#### Deliveries by tank truck/truck and trailer/tank wagon/intermodal container.

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

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

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

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

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

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

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

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

Invoice quantities for all residual fuels and lubricating oils and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) number 4 fuel oil (ASTM D 396).

#### Water bottoms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table F1.09a Conversion Factor Table		
Density @ 15°C	Gallons at 60°F to Liters at 15°C; Multiply by	Liters at 15C to Gallons at 60F, Multiply by
0.723 – 0.768	3.78286	0.26435
0.769 – 0.779	3.78309	0.26433
0.780 – 0.798	3.78334	0.26432
0.799 – 0.859	3.78356	0.26430
0.860 – 0.964	3.78381	0.26428
0.965 – 1.074	3.78405	0.26427

**Shipping documentation.** When the Contractor's shipping document (such as a truck's metered ticket) is used to determine, or verify, the payment quantity under this contract, the following information shall be provided on that shipping document: gross and net quantity (gallons or liters, as required), observed and corrected API gravity/density, and the temperature (Fahrenheit or Celsius) at which the product was measured. This information shall be mechanically imprinted on the shipping document. Although this will apply primarily to the use of meters in various applications, it also applies to any other quantity determination method. The following exceptions apply:

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

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

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

**Right to representative.** For f.o.b. origin deliveries, the Government has the right to have a representative present to witness the measurement of quantity. For f.o.b. destination deliveries, the Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(End of F1.09 text)

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# **F1.11 DLA INTERNET BID BOARD SYSTEM (DIBBS) (DLA ENERGY) (APR 2014)**

## **THIS CONTRACT TEXT ONLY APPLIES TO DLA FUNDED LINE ITEMS**

(a) Contractor Registration. Contractors must register in DIBBS to obtain a login account at <https://www.dibbs.bsm.dla.mil>. The login account will allow a contractor to register a primary and alternate email address for notifications. Contractors are strongly encouraged to establish a group email address for the primary email address for the contractor's authorized point of contacts. The registered email addresses will be the only email used by the government to make notifications.

(b) All contractors must have an active System for Award Management (SAM) account, <http://www.sam.gov> in order to register for DIBBS.

(c) The Contractor shall use DIBBS to receive orders. DLA Energy will not be using DIBBS receipt of quotes capability. All quotations, proposals, bids shall be submitted in accordance with the terms and conditions of the solicitation.

### (d) Preparation and Transmission of Orders

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Only a DLA Energy warranted Contracting Officer can issue an order, either orally or in writing, against a contract. An oral order issued by the warranted Contracting Officer shall provide the required advance notice to the Contractor and the following information: **Interim order number**; contract number; item number; ceiling price; quantity; delivery location; and the required delivery and/ or service date.

(i) For all product orders, the Contractor will receive an electronically signed written order via DIBBS, within 24 hours or one business day after the warranted Contracting Officer issues an oral order.

(ii) For all service orders, the Contractor will receive an electronically signed written order via DIBBS, within five business days after issuing the oral order.

(iii) Interim order number is subject to change once the electronically signed written order is received by the contractor. The order number on the written order will take precedence over the interim order number, if different.

(iv) Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the terms and conditions of the contract.

(v) Once the order has been issued, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DLA Energy Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

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(End of F1.11 text)

#### **F1.25 DELIVERY AND ORDERING PERIODS (DLA ENERGY MAY 2022)**

- (a) This contract text applies to all modes of delivery, whether origin or destination.
- (b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:
- (1) Ordering Period Begins: **Date of Award** and Ends: **January 31, 2024.**
  - (2) Delivery Period Begins: **December 1, 2023,** and Ends: **30 days after the end of the ordering period.**
- (c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).
- (d) To the extent practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata is less than the Contractor's maximum parcel size regardless of mode, the Government reserves the right to order volumes equal to the maximum parcel size per delivery. Where the maximum parcel size available for individual deliveries as specified in the contract is greater than the monthly pro rata, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries.
- (e) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 50,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 50,000 barrels.
- (f) Nothing included in this contract text shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT.

(End of F1.25 text)

#### **F51 SHIPMENT AND ROUTING (OVERSEAS) (DLA ENERGY NOV 2005)**

- (a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.
- (b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:
- (1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).
  - (2) **TANK CARS.** Report to the QR.
  - (3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.
- (c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

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- (1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.
- (2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.
- (d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a facsimile or electronic mail notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.
- (e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(End of F51 text)

**F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DLA ENERGY JAN 2012)**

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



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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.

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

(End of F52 text)

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### **F52.01 TANKER STANDARDS AND REQUIREMENTS (DLA ENERGY SEP 1995)**

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

- (1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).
- (2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.
- (3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.
- (4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).
- (5) All tankers will be equipped with tank level measuring devices in each cargo tank.
- (6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.
- (7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.

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

(End of F52.01 text)

### **F92.02 SCHEDULE OF REFINERY SHUTDOWNS FOR TURNAROUNDS (DOMESTIC AND OVERSEAS BULK) (DLA ENERGY JULY 2019)**

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

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

- (1) No shutdowns planned [ ]
- (2) Shutdowns Planned [ ]

- (i) Refinery location:\_\_\_\_\_;
- (ii) Shutdown period:\_\_\_\_\_;
- (iii) Impact of shutdown period on supply availability:\_\_\_\_\_.

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

(End of F92.02 text)

#### **F105.01 DEADFREIGHT (DLA ENERGY JAN 2012)**

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

Total days of the cargo
TIMES (x)
Vessel daily cost
DIVIDED BY (/)
Vessel capacity in barrels
TIMES (x)
Total barrels scheduled to load
MINUS (-)
Total barrels loaded
EQUALS (=)
Deadfreight cost

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

- (1) "Total days of the cargo," as used in this contract provision, is calculated as the elapsed days from the vessel's final departure date from previous cargo port through vessel's final discharge date for the cargo in question.
- (2) "Vessel daily cost," as used in this contract provision, shall be determined as follows:
  - (i) **VOYAGE CHARTER TANKER.** At the per diem rate in the charter, except that the deadfreight payable by the Contractor shall not exceed actual expense incurred by the Government under the charter.
  - (ii) **USS, USNS, OR TIME CHARTERED TANKER.** At the per diem rate for the tanker loaded, as published by the Military Sealift Command and in effect on the date loading of the tanker is completed.
- (3) "Total barrels scheduled to load," as used in this contract provision, is the total quantity (all products) reflected on the latest DD Form 1155.
- (4) "Total barrels loaded," as used in this contract provision, is the total quantity (all products) shown as loaded on the DD Form 250-1.

(End of F105.01 text)

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

(a) In response to this solicitation, offerors may offer nonaviation petroleum products that use In-Line Blending (ILB) procedures for delivery into tankers and barges (vessels). Offerors planning to use ILB procedures to blend finished product, as it is being delivered into vessels, must include with the offer a detailed description of the ILB procedures, including quantity determination. Automatic, on-line test procedures must be described in detail,

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including whether these tests are ASTM (or equivalent) approved. ILB procedures must be acceptable to the Government. The Contractor has the option of meeting the requirements of either (b) or (c) below.

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

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

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

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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.

(End of F109 text)

## **SECTION G – CONTRACT ADMINISTRATION DATA**

**Note 1:** Payment information will be relayed from SAM unless G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DLA ENERGY JAN 2012) is filled out. G9.07-5 is applicable only when offeror is using an international banking institution. This form is Attachment 2 to the solicitation.

**Note 2:** G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DLA ENERGY JAN 2012) - Foreign offerors may elect payment by electronic transfer of funds via the Federal Reserve Wire Transfer System, which does not require the receiving bank to be located in Page 49 of 116 the United States. Offers are advised to verify their financial institution (FI) is capable of receiving Federal Wire transactions via either a SWIFT Code or an IBAN number. Firms receiving an award under this solicitation must ensure that the appropriate arrangements are made with their FI prior to submission of the first invoice. For overseas offerors do not input overseas banking information into [www.sam.gov](http://www.sam.gov).

## **DFAR 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 WorkFlow (WAWF).

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

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

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(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

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

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

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

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

(iv) For performance based payments, submit a performance based payment request.

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	To be Determined
Admin DoDAAC	SPE602
Inspect By DoDAAC	To be Determined
Ship To Code	To be Determined
Ship From Code	To be Determined
Mark For Code	Not Applicable
Service Approver (DoDAAC)	To be Determined
Service Acceptor (DoDAAC)	To be Determined
Accept at Other DoDAAC	To be Determined
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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



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

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

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

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(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

### **G3 INVOICE NUMBERING REQUIREMENTS (DLA ENERGY AUG 1998)**

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

(End of G3 text)

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

(a) In the event of a discrepancy between the invoiced quantity of fuel and the quantity of fuel received, as shown on the "Original Receiving Report for Payment of Invoice" form, as described in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS (BULK) contract text, the Contractor shall be paid for

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actual quantities of fuel received, based on the “Original Receiving Report for Payment of Invoice” form, at the applicable price in effect in accordance with the terms of the contract.

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

(End of G6 text)

**G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DLA ENERGY JAN 2012)**

See Attachment 2. Fill out and submit if applicable.

**G12 SUPPLEMENTAL INVOICING INFORMATION (BULK) (DLA ENERGY SEP 2002)**

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

- (a) Description of the item shall include the Government product code, such as JP8, JP5, F76, etc.
- (c) Pipeline shipments shall include the Commercial Batch Number for each pipeline shipment, if available. (For f.o.b. origin pipeline shipments, the Contractor will include the Commercial Batch Number as provided by the ordering office.)

(End of G12 text)

**G150.05 SUBMISSION OF INVOICES FOR PAYMENT – COMMERCIAL ITEMS (BULK) (DLA ENERGY JAN 2011)**

**(a) CERTIFICATION OF RECEIPT.**

**(1) F.O.B. DESTINATION DELIVERIES.**

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

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

- (A) DD Form 250, Material Inspection and Receiving Report;
- (B) DD Form 250-1, Tanker/Barge Material and Inspection Report; or
- (C) DD Form 1155, Order for Supplies or Services, or the SF 1449, Solicitation/Contract/Order for Commercial Items.

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

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

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

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

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

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

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

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

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

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

- (1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this contract text will result in revocation of the Contractor's right to submit invoices by the facsimile method.
- (2) Contractors shall include their own facsimile number on each document transmitted.
- (3) The facsimile number for invoices sent to DFAS via Electronic Document Management is **(866) 313-2340** or **(614) 693-2630**.
- (4) If the facsimile is received before 5 p.m. Eastern Standard Time/Eastern Daylight Savings Time (EST/EDST), the receipt date of record is the date the item was received. If the facsimile is received after 5 p.m. EST/EDST, the receipt date is the next business day.
- (5) **Contractors that elect to transmit invoices by facsimile are responsible for validating receipt of the faxed invoice.** Verification can be made by calling DFAS Customer Service at **(800) 756-4571** or **(614) 693-8507 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. Foreign vendors may use the **DFAS e-mail account [CCO-FUELS-FOREIGN@DFAS.MIL](mailto:CCO-FUELS-FOREIGN@DFAS.MIL)** to verify receipt of invoices. The e-mail to DFAS should include, at a minimum, the following information: company name, contract number, invoice number, date of submission of invoice, and dollar value. DFAS will not be held accountable for transmissions not received.
- (6) After transmitting the original invoice, the Contractor shall mark that invoice **“ORIGINAL INVOICE - FAXED”** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS specifically requests it.

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

- (1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DLA Energy funds by DFAS Columbus, OH.
- (2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this contract text, the Contractor and DLA Energy must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the wording of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and

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contract description of supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

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

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

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

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

(f) **NOTES.**

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

(End of G150.05 text)

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

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

- (1) If the direct input into the inventory accounting system is used, transactions must be

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processed in one business day from the completion of the business event.

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

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

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

(End of H19.02 text)

## **SECTION I – CONTRACT CLAUSES**

**Note:** IMPORTANT: I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DLA ENERGY OCT 2021) provides the minimum and maximum quantities under a resultant contract. **Please direct ATTENTION to paragraph (d)(1)** of this text regarding the final order placed calling for delivery into, or by means of tanker, barge, or pipeline. The additional quantity for this final order must be sufficient to fulfill the maximum parcel size set by the applicable international agreement. This additional quantity cannot exceed the monthly quantity as defined in F1.25 DELIVERY AND ORDERING PERIODS (DLA ENERGY MAY 2022), unless agreed upon by the Contractor.

### **FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)**

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

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

- (i) Of that equipment; or
- (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

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(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

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

(End of clause)

#### **FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ( 31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at 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.

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(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

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(i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ( 31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period 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 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.



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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

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

(v) 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.

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(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

(End of clause)

**FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jun 2023)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

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

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[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 4655).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

☒ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

☐ (11) [Reserved].

☐ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).

☐ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).

☐ (14) [Reserved]

☐ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-6.

☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).

☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).

☐ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).

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- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( 15 U.S.C. 657f).
- ☐ (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2023)( 15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( 15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- ☐ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☐ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).
- ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☐ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- ☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun2014) of 52.223-14.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).
- ☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).
- ☐ (ii) Alternate I (Oct 2022) of 52.225-1.

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\_\_ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I [Reserved].

\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.

X (51) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).

\_\_ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).

X (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

\_\_ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).

\_\_ (61) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).

\_\_ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

\_\_ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).

X (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).

\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

(c) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph

(d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as

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defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

(x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

(xi) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

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

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

(xiv) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)



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**FAR 52.222-19 Child Labor— Child Labor-Cooperation with Authorities and Remedies (Dec 2022)**

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

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(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
  - (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
  - (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
  - (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)
- (d) Remedies. (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

)

**FAR 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)**

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert <i>None</i> )	Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

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(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### **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):

FAR/DFARS: <https://www.acquisition.gov/>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

Clause Number	Clause Title
FAR 52.202-1	DEFINITIONS (JUN 2020)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)
FAR 52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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FAR 52.204-18	COMMERICAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.204-20	PREDECESSOR OF OFFEROR (AUG 2020)
FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
FAR 52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.204-26	COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)
FAR 52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES (AUG 1987)
FAR 52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
FAR 52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
FAR 52.212-3	Offeror Representations and Certifications—Commercial Products and Commercial Services (Dec 2022)
FAR 52.214-34	SUBMISSION OF OFFERORS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.214-35	SUBMISSION OF OFFERORS IN U.S. CURRENCY (APR 1991)
FAR 52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
FAR 52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK (MAY 2014)
FAR 52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
FAR 52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JUN 2020)
FAR 52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
FAR 52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)
FAR 52.232-1	PAYMENTS (APR 1984)
FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)
FAR 52.232-11	EXTRAS (APR 1984)
FAR 52.232-17	INTEREST (MAY 2014)
FAR 52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023))
FAR 52.233-1	DISPUTES (MAY 2014)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR 52.242-13	BANKRUPTCY (JULY 1995)
FAR 52.242-15	STOP-WORK ORDER (AUG 1989)
FAR 52.243-1	CHANGES-FIXED-PRICE (AUG 1987)
FAR 52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996)
FAR 52.247-29	F.O.B. ORIGIN (FEB 2006)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

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DFARS 252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
DFARS 252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022)
DFARS 252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019)
DFARS 252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2022)
DFARS 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
DFARS 252.204-7004	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 (JAN 2023)
DFARS 252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)
DFARS 252.204-7016	COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (DEC 2019)
DFARS 252.204-7017	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 (MAR 2022)
DFARS 252.204-7020	NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023)
DFARS 252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)
DFARS 252.209-7999	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Class Deviation 2012-O0004)
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 (JAN 2023)
DFARS 252.219-7000	ADVANCING SMALL BUSINESS GROWTH (DEC 2022)
DFARS 252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM (JAN 2023)
DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022)
DFARS 252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)
DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022)
DFARS 252.225-7020	TRADE AGREEMENTS CERTIFICATE-BASIC (NOV 2014)
DFARS 252.225-7021	TRADE AGREEMENTS—BASIC (JAN 2023)
DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISREAL (JUN 2005)
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 (JAN 2023)
DFARS 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023))
DFARS 252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)
DFARS 252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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DFARS 252.232-7017	ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS – PROHIBITION ON FEES AND CONSIDERATION (APR 2020)
DFARS 252.233-7001	CHOICE OF LAW (OVERSEAS) (JUN 1997)
DFARS 252.239-7018	SUPPLY CHAIN RISK (DEC 2022)
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 (JAN 2023)
DFARS 252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (JUN 2019)
DFARS 252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA—BASIC (JAN 2023)

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

Definitions. As used in this clause—

“Covered defense telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Covered foreign country” means—

(1) The People’s Republic of China; or

(2) The Russian Federation.

“Covered missions” means—

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104 .

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) “Hazardous material,” as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

		Material (If None, Insert “None”			ACT	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

**DFARS 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)**

(a) Prohibition. In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract—

- (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—



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

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

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

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and legal counsel. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

#### **II.01 DEFINITIONS (DLA ENERGY JUN 2009)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Assurance Representative (QAR)** is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, DLA Energy; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army

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Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(d) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(e) **Acceptance** means the act of an authorized Representative of the Government by which the Government, for itself, or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered, as partial or complete performance of the contract. For f.o.b. origin delivery acceptance occurs when the Government QAR signs the Material Inspection and Receiving Report (DD Form 250 series document). For f.o.b. destination delivery, acceptance occurs when the authorized Government Representative signs the DD Form 250 series document or the contractor's shipping document.

(f) **Calibration** means the comparison of a measurement system or device of unverified accuracy to a measurement system or device of known or greater accuracy to detect and correct any deviation from required performance specifications of the unverified measurement system or device.

(g) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed type valves, etc.

(h) **Dedicated system** means a system that is self contained and for the exclusive use of a particular product.

(i) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

(End of I1.01 text)

#### **I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DLA ENERGY FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess re-procurement costs and any other remedies or damages resulting from the termination.

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(c) The term **termination action**, as used herein, means the termination for cause, including any associated re-procurement effort, involving—

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(End of I1.02 text)

#### **I28.24 U.S. IMPORT TAX ON PETROLEUM (BULK) (DLA ENERGY NOV 2011)**

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

The contract prices for any foreign refined product to be furnished hereunder do not include any U.S. Import Tax or Duty on petroleum. In the event that such a tax or duty may be imposed on product Page 82 of 116 furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

(End of I28.24 text)

#### **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DLA ENERGY OCT 2021)**

(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 for purposes of this contract text, 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 contract text--

(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.

(End of I86.12 text)

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

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

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local governments.

(End of I186 text)

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

(a) For each item to be delivered under this contract, the apparently successful offeror shall submit, prior to award, a Safety Data Sheet (SDS), NOT a Material Safety Data Sheet (MSDS), that meets the requirements of both 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313. All data on the SDS shall be current, accurate, complete, and in compliance with Federal Standard No. 313. The apparently successful offeror is responsible for satisfying this requirement whether or not it is the actual manufacturer of the item. Failure to submit an SDS for each item to be delivered prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

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(b) All SDSs shall be submitted to the Contracting Officer. Each SDS must cite the solicitation or contract number, the applicable Commercial and Government Entity (CAGE) code of the Contractor and the name of the manufacturer, and the National Stock Number (NSN).

(c) For current contracts, the apparently successful offeror need not submit an SDS for an item for which they have submitted an acceptable SDS to DLA Energy within the past four years. At minimum, a new SDS must be prepared, dated, and submitted every four years.

(d) If, at any time prior to or after award, there is either a change in the composition of the item(s) or a revision to Federal Standard No. 313 that renders incomplete or inaccurate the data submitted under paragraph (a) of this contract text, the apparently successful offeror or Contractor shall promptly notify the Contracting Officer and submit a new SDS that is complete and accurate within 30 days of said change or revision.

(End of I190.04 text)

#### **I209.09 EXTENSION PROVISIONS (DLA ENERGY JAN 2012)**

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

(b) Extension of this contract shall be considered to have been accomplished at the time the DLA Energy Contracting Officer provides written notification to the Contractor.

(End of I209.09 text)

#### **I211.02 ORDERING (CONT'D) (DLA ENERGY JAN 1991)**

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

(End of I211.02 text)

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**SECTION J – LIST OF ATTACHMENTS**

<b><u>FILE</u></b>	<b><u>DESCRIPTION</u></b>
<b>Attachment 1</b>	Fillable Clauses
<b>Attachment 2</b>	C QAPS
<b>Attachment 3</b>	E QAPS
<b>Attachment 4</b>	OET_OSP Crosswalk_updated
<b>Attachment 5</b>	UPDATED How to submit an offer using BULK OET-20230626
<b>Attachment 6</b>	Map Coordinate Desk Guide
<b>Attachment 7</b>	G9.07-5
<b>Attachment 8</b>	FAR 52.207-4
<b>Attachment 9</b>	FAR 52.229-11
<b>Attachment 10</b>	DFARS 252.225-7020

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## **SECTION K – REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**

**Note:** Registration, representation, and certification are currently maintained electronically at the SYSTEM FOR AWARD MANAGEMENT (SAM) at [www.sam.gov](http://www.sam.gov) [See FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) for additional information]. Offerors are encouraged to complete all representations and certifications in SAM; and ensure SAM annual registration is renewed prior to expiration and remains active for the life of the resultant contract.

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

(a) The Defense Logistics Agency Energy (DLA Energy) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DLA Energy website throughout the delivery period of some contracts. Offerors have not objected to DLA Energy's routine release or disclosure of these unit prices.

(b) DLA Energy will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

(c) DLA Energy will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

(End of K15.01 text)

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

(a) When a vendor becomes aware that an invoice was submitted for a price or quantity that is lower than the correct amount, the following needs to be done:

1. The vendor will go to WAWF and try to recall the invoice and do changes in price or quantity. If the vendor is unable to recall the invoice:
2. The vendor will submit via fax (Fuels EDM FAX Line: 614-701-2638 or DSN 791-2638/ Toll Free 855-234-5592) a manual invoice to the payment office, SL4701, which identifies the invoice as an adjustment with an invoice number that is a derivation of the original invoice number that was submitted and paid. (For example, if the original invoice number was 12345, then adjustment invoice number shall be 12345ADJ).
3. The adjustment invoice should have the original price or quantity cited as well as the corrected price or quantity and the net adjustment,

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4. All other proper invoice criteria, in accordance with the Prompt Payment Act, remain required for adjustment invoices.

5. The vendor can print the WAWF invoice and use it to make the adjustments as described above.

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

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

(End of K150 text)

**DFAR 252.222-7999 COMBATING RACE AND SEX STEREOTYPING (DEVIATION 2021-O0001) (JAN 2021)**

Notice: On December 22, 2020, the United States District Court for the Northern District of California issued a preliminary injunction, enjoining Sections 4 and 5 of Executive Order 13950 “Combating Race and Sex Stereotyping.” So long as the December 22, 2020 preliminary injunction remains in force, the Government shall not enforce any provisions contained in Government contracts or subcontracts added pursuant to Section 4(a) of Executive Order 13950; the Government shall not cancel, terminate, suspend in whole or in part, any contractor or subcontractors’ Government contracts, nor declare any contractor or subcontractor ineligible for further Government contracts, nor impose any other sanctions, on the basis of purported noncompliance with the Executive Order or any agency action implementing Section 4 or 5 of the Executive Order; and the Government will not require contractors or subcontractors to provide notice of any commitments under the Executive Order or any contract term inserted pursuant to the Executive Order to their respective labor unions or employee representatives. To the extent that you have included the Executive Order’s provisions in subcontracts, please provide them with a copy of this notice.

(a) Definitions. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 (see FAR 22.807) also apply to E.O. 13950 and the requirements of this clause.

(c) Compliance with E.O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race



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or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

(d) Notice. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

#### NOTICE

E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

(1) One race or sex is inherently superior to another race or sex;

(2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;

(3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;

(4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;

(5) An individual's moral character is necessarily determined by his or her race or sex;

(6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;

(7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

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Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

(e) Noncompliance. In the event it is determined that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E.O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E.O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

(2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

**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

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provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

**DFARS 252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005) (FEB 2020)**

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

“*Agency or instrumentality of the government of Venezuela*” means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to “a foreign state” deemed to be a reference to “Venezuela.”

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“*Business operations*” means 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 apparatus of business or commerce.

“*Government of Venezuela*” means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

“*Person*” means—

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) *Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are 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 United States 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—

(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 United States 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)

**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**Note 1:** Offers must be submitted by the following method:

The Bulk Offer Entry Tool (OET). Use of the Bulk OET is mandatory for this solicitation, and failure to utilize OET may result in your offer being eliminated from further consideration. Use of the Bulk OET will allow your offer to

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be imported directly into the Bulk Bid Evaluation Model (BEM). NOTE: Multiple PDF attachments can be uploaded with an offer. There are no size restrictions.

When you submit your offer in OET, a SF1449 that contains your electronic signature will be included as part of your offer submission package. If you wish to submit an SF1449 signed by someone other than the individual submitting the offer in OET, you must include the signed SF1449 as part of your offer attachment. Failure to provide a signed and dated SF1449 from an authorized negotiator may result in your offer being eliminated from further consideration.

In order to utilize the Bulk OET, you must establish a Bulk OET account using the DLA Accounts Management and Provisioning System (AMPS). **Every authorized negotiator should have their own individual account.** You can access AMPS at <https://amps.dla.mil/oim>, where you can either create a new AMPS account or log in using your existing account (you will be asked to provide your CAGE code when creating a new AMPS account). Once you have established an account in AMPS, you will need to request the following role: 'OET Prod – Bulk Vendor Role OET-105.' To select this role, you will first choose 'Energy Applications' then 'Energy OET' under the Browse Roles by Application tab. When applying for this role, please include your company name in the notes or comments section of the application. Also, when applying for Bulk OET – you MUST include at least one CAGE code in the CAGE CODE for BULK OET attribute field and ensure your email corresponds with your company name. At a minimum you should include the CAGE code(s) that you intend to use to submit offers under this solicitation. It is recommended that you include all CAGE codes that you typically use for BULK FUELS offers. You can update this attribute at any time after your initial account has been established. Once your role has been approved, you will be provided with a user name and password that can be used to log into the Bulk Fuels OET website: <https://offerwizard.dla.mil/bulkoet/bulkoet.html>. If you experience difficulty in establishing an account, you can contact the DLA Energy Bulk Technical Team at [DESCBTechTeam@dlamail](mailto:DESCBTechTeam@dlamail) for assistance.

IMPORTANT: If you have obtained a BULK OET account but cannot remember your password or need your password reset, please email [J64CSAccessManagement@dlamail](mailto:J64CSAccessManagement@dlamail), and [DESC-BTechTeam@dlamail](mailto:DESC-BTechTeam@dlamail). To ensure your offer is submitted in a timely manner, please log in to OET as soon as possible to ensure you have access once the OET is opened. You must access your account within 30 days of last activity or your account will become inactive. If you sign in and prompted to change your password, you must change it before you sign out. You will be locked out if you do not.

If you have any questions on how to complete your offer in OET, please contact the Contracting Officer or Procurement Analysts, Shanice Whitfield, [Shanice.Whitfield@dlamail](mailto:Shanice.Whitfield@dlamail), (571) 767-8495 and Darren Dunham, [Darren.M.Dunham@dlamail](mailto:Darren.M.Dunham@dlamail), (571) 767-0338.

**Note 2:** SECTION C AND SECTION E QUALITY ASSURANCE PROVISIONS (QAPs): The Section C and Section E QAPs are provided for your convenience. However, please review any updates via the DIBBS website. You will need a DIBBS account to access the Technical Data tab, which leads to the C Folders containing the applicable provisions. The web address is <https://www.dibbs.bsm.dla.mil/default.aspx>. This is also applicable for Section E provisions; all of the Inspection provisions will be viewable under the E Folders. If you are having problems setting up you DIBBS account, please call the DLA Enterprise Helpdesk at 1-855-352-0001.

## **FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

(a) Definitions. As used in this provision—

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

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

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

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

(b)

- (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

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(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Clause)

**FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Mar 2023)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST ( <https://assist.dla.mil/online/start/>).
- (ii) Quick Search ( <http://quicksearch.dla.mil/>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-
- (i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.



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- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier.(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.
- (k) [Reserved]
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)
- .

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly

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with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from  
Paul Johnson

Contracting Officer  
Ryan Logan@dla.mil  
Defense Logistics Agency Energy – FEBD  
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 52.247-45 F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

**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 Procurement Note)

**L704 EVIDENCE OF RESPONSIBILITY (DLA ENERGY- BULK) (JUL 2019)**

(a) Any offeror not performing a significant portion of the contract with its own facilities and personnel may be determined by the Contracting Officer to be nonresponsible.

(b) If the offeror's source of supply is a firm or refinery independent of the offeror, the offeror may be required to submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.

(c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify—

- (1) The volumes to be supplied;
- (2) The specification(s) of product(s) to be supplied;
- (3) The points of delivery and period of contract performance;
- (4) The escalation provision(s) applicable to products to be supplied; and
- (5) The supplier's delivery and inspection terms and conditions.

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(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.

(End of L704 text)

## **SECTION M – EVALUATION FACTORS FOR AWARD**

**Note 1:** Under 10 U.S.C. § 2922h(a), absent a waiver, “the Secretary of Defense may not make a bulk purchase of a drop-in fuel for operational purposes unless the fully burdened cost of that drop-in fuel is cost-competitive with the fully burdened cost of a traditional fuel available for the same purpose.” If a contract for drop-in alternative fuel is awarded under this solicitation, it would qualify as a “bulk purchase of a drop-in fuel for operational purposes.” Therefore, in accordance with 10 U.S.C. § 2922h, a drop-in alternative fuel offer will be ineligible for contract award unless the fully burdened cost of the drop-in fuel is found to be cost competitive. The cost competitive analysis required by 10 U.S.C. § 2922h is fully separate from price evaluation in the Bid Evaluation Model (BEM), so that an offer that is evaluated in the BEM to be in line for award may not qualify as cost-competitive under 10 U.S.C. § 2922h.

**Note 2:** Evaluation of pipeline volumes offered as FOB Origin may be limited to the capacity of common carrier/private pipeline used to transport DLA Energy product to the end location. Limiting factors used in evaluation include pipeline pumping cycles, minimum/maximum batch size requirements, minimum/maximum parcel size, and lift intervals cited by the offeror, as well as any proration/allocation policies enforced by the pipeline carrier, whether seasonal or year-round.

### **FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)**

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

#### **FACTOR 1: TECHNICAL ACCEPTABILITY**

The following subfactors are equal in importance:

##### **1. Supplies or Services and Prices/Costs, Section B**

- (i) Offer meets all schedule requirements in Section B
- (ii) Offered line items meet the delivery requirements of the schedule for additives required
- (iii) Offered line items meet the delivery requirements of the schedule for mode and FOB point
- (iv) Offered line items meet the required minimum and maximum quantity of the schedule

##### **2. Description/Specification/Statement of Work, Section C**

- (i) Offer meets all specification requirements outlined in Section C provisions

##### **3. Inspection and Acceptance, Section E**

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- (i) Offer meets all inspection requirements outlined in Section E Provisions
- (ii) Offeror demonstrates an understanding of the quality assurance requirements in Quality Assurance Provisions (QAP) E1 of the solicitation by:
  - 1) Certifying that it has a QCP, applicable to a DLA Energy bulk petroleum contract, on file with DLA Energy that is no more than 24 months old, by making this selection in Section J of its Offeror Submission Package (OSP); or
  - 2) Providing an outline, estimated two pages in length, of a proposed QCP describing the offeror's current inspection system and quality assurance procedures, with references to the corresponding requirements in provisions E1, and making the corresponding selection in Section J of its OSP.

#### 4. Deliveries or Performance, Section F

- (i) Offer meets all requirements outlined in Section F provisions.
- (ii) Offer includes completed information under Sources of Supply (monthly product capacity for each source of supply and shipping points by each refinery/source of supply) for all products and shipping points.
- (iii) Offer includes completed information under Parcel Shipping Sizes and Daily Capacity for all products, modes and shipping points offered.
- (iv) Offer includes completed information under Tanker and Barge Loading Facility Data (if offering via Origin Barge/Tanker mode). Offer includes completed information under Tanker and Barge Loading Facility Data (if offering via Origin Barge/Tanker mode). "Completed information" includes, but is not limited to, pier side map coordinates for your shipping points/refinery in the proper format: 38° 43' 9"N 77° 9' 46"W (DLA Energy HQ Building as an example). Decimal places may not be used for the map coordinates.
- (v) Offer includes completed information under Port Restrictions (if offering via Origin Barge/Tanker mode).

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

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

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

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

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

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An offer that includes an exception, in accordance with M72.10 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (BULK) (DLA ENERGY SEP 2020), to the aforementioned subfactors will be rated technically unacceptable under the appropriate technical evaluation subfactor unless either 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 M72.10 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 a 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 to address all areas rated “Unacceptable” prior to the receipt of Final Proposal Revisions, which the Government will review for acceptance.

## FACTOR 2: PRICE

Fixed Price with Economic Price Adjustment (EPA) contracts will result from this solicitation. The Cost Price/Contract Team will evaluate proposals for pricing purposes in accordance with FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS. Offerors are advised that DLA Energy intends to execute the extension provision of any subsequent contract only if there are remaining quantities left on the contract; no quantities will be added. The extension provision will only extend the ordering and delivery period of the contract. In addition, the extension provisions contained in contract provision I209.09 EXTENSION PROVISIONS (DLA ENERGY JAN 2012) will be evaluated in conjunction with the evaluation of initial offers received.

The Government will award a contract in a manner that will result in the lowest overall cost to the Government for the solicited items as a whole, in accordance with M10 BULK PETROLEUM PRODUCTS EVALUATION – ALL OR NONE (DLA ENERGY MAR 2019), M24.04 EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING FOR FUEL REQUIREMENTS FOR ANTARTICA (BULK) (DLA ENERGY JAN 2003), M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DLA ENERGY AUG 2003) and M72.10 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY SEP 2020).

The lowest price is defined as the lowest laid-down price, to include transportation costs as determined by the Bid Evaluation Model (BEM), which will provide the basis to make awards. The BEM is a computer evaluation model which analyzes numerous variables. These variables include the offeror's proposed prices, fuel types, minimum and maximum award quantities, shipping locations, shipment mode capabilities, minimum and maximum cargo sizes, customer receipt locations, and receipt mode capabilities. Transportation rates will be included for tanker transportation mode in accordance with M10 EVALUATION – ALL OR NONE (DLA ENERGY MAR 2000), M24.04 EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING FOR FUEL REQUIREMENTS FOR ANTARTICA (BULK) (DLA ENERGY AUG 2003), M33 QUANTITIES TO BE EVALUATED FOR TANKER AND BARGE OFFERS (DLA ENERGY AUG 2003) and M72.10 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY SEP 2020). Government additive costs will be used to evaluate, where applicable, proposals of product not fully additized at the loading facility, but instead are additized/injected enroute to a facility or customer location. The BEM will calculate the overall pattern of delivery of fuel from contractor facilities to specific customer locations that represents the lowest total combination of price for product, transportation and other costs.

Offers must be submitted through the Offer Entry Tool (OET). There are two types of OET instances or “rounds” that are available for use during the solicitation process – the “Standard” round and the “OET Price Reduction” round. A standard round is used for all offer inputs from initial offers on the solicitation through Final Proposal Revisions (FPR).

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In a standard OET round, the vendor can change most data fields in their offer, including adding and removing shipping locations, adding or removing origin and destination bid lines, quantities, prices, and offer conditions. However, for any standard OET round following submission of Interim Proposal Revisions (IPRs), offerors will not be able to add new shipping points, products, sources of supply, escalators, or exception requests.

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

DLA Energy will request offeror submission of IPRs before the conclusion of negotiations. The solicitation will have a Two-Part Close of Negotiations. Part 1-Close of Negotiations will occur at IPR and will be an offeror's last chance to finalize shipping points, sources of supply, products, escalators, and exception requests. IPR submittal is also the last opportunity for offerors to request additional bid lines to propose tiered pricing. IPRs will be submitted through the OET and considered a standard round.

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

Offerors will be given time to review the MCBEW, after which DLA Energy will close negotiations and call for Final Proposal Revisions (FPRs). FPRs will be submitted through the OET and considered a standard round. FPRs will be evaluated in the BEM. If an offeror chooses not to revise its offer during the FPR standard round, then unless the offer is withdrawn, the offeror's most recent OET submission for this acquisition (initial offer or IPR, as applicable) will be evaluated as a final offer in the BEM for possible award. The Government reserves the right either to make awards based on the FPR BEM evaluation, or to conduct one or more additional standard or OET price reduction rounds.

At the start of each OET Price Reduction round, offerors will be provided with an updated copy of the MCBEW. At this time, offerors will also be provided with a "Laid-Down Cost Report" (LCR). The LCR will provide information on the price currently in line for award at each demand location. This report is limited to providing the solicitation line item, location, quantity currently in line for award, and the laid in price for the quantity currently in line for award. The laid in price is an aggregate of product, additive and transportation costs, as well as any evaluation factor(s). No information concerning apparently successful offer, shipping point, or product routing is included.

In contrast to a standard round, in an OET Price Reduction round an offeror is only allowed to lower their offered price, and may not make revisions to any other OET fields. All other OET fields, including but not limited to product type, shipping location, quantity, conditions, will be locked during an OET Price Reduction round. During an OET Price Reduction round, the offeror is responsible for ensuring that the "offered price" field for each submitted offer line contains the offer price they wish to have evaluated. The price in the "offered price" field can be equal to or lower than the previously offered price (shown in the field directly to the left of the offer price field in OET). As with the standard rounds, offerors are responsible for submitting revisions before the stated closing date and time for the OET Price Reduction round. Revisions received after the stated closing date and time will not be considered, and, unless withdrawn, the offer will be evaluated using the final offered price that was submitted prior to the stated closing date and time.

The Government will evaluate offers for award purposes by adding the total price for all

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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 option(s) shall not obligate the Government to exercise the option(s).

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

### **M3.03 EVALUATION OF OFFERS WHERE ALTERNATE ESCALATORS ARE USED (BULK) (DLA ENERGY JUN 2021)**

(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 reference date and that escalator's 12-month average. The difference between the alternate escalator's base reference price and its 12-month average is subtracted from the difference between the default escalator's base reference 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 ITEMS).

(c) For the purposes of section (b) above, each escalator's 12-month averages are calculated by averaging the respective reference prices (as per the ECONOMIC PRICE ADJUSTMENT contract text) for each day during the full 12 months prior to the Base Reference Price (BRP) date (e.g., if the BRP date is February 16, 2021, the prior 12-month period is February 2020 - January 2021).

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

	<b>Platts Jet Kero FOB Spore Cargo</b>		<b>Platts Jet Kero 54 USGC Pipeline</b>
Base Reference Price	\$1.841905		\$1.891300
12-month average	\$1.312170		\$1.369286
Difference	\$0.529735		\$0.522014
Evaluation factor			\$0.007721

(End of M3.03 text)

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

- (a) Definitions. As used in this text “All or None Offer” means a conditional offer of item(s) that are “tied” to other offered items. For example, an offeror may submit a proposal stating “If awarded Item 0020, Items 0019 and 0021 must also be awarded.”
- (b) Evaluation of All or None Offers.
  - (1) Offers submitted on an "All or None" basis will be evaluated in the aggregate via the Bid Evaluation Model (BEM) in accordance with DLA Energy tailored clause FAR 52.212-2 EVALUATION-COMMERICAL ITEMS; the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered.
  - (2) Offerors may specify a minimum quantity for award; award will be made at the lowest overall cost to the Government, price and other factors considered.
  - (3) Offerors may not tie different products together. For example, JP5 offers may not be tied together with JAA offers. Such offers will be rejected as unacceptable.
  - (3) 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.



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(End of M10 text)

**M24.04 EVALUATION OF OFFERS INVOLVING F.O.B. ORIGIN TANKER LOADING FOR FUEL REQUIREMENTS FOR ANTARCTICA (BULK) (DLA ENERGY JAN 2003)**

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation to be used in evaluation will be based on the actual daily costs as determined by Military Sealift Command (MSC). The tanker rate will be applied to a transportation routing based on the last discharge port of the MSC T-5 tanker to be used to lift this requirement (determined jointly by DLA Energy and MSC), the offeror's origin location, and the destination discharge location. Prior to the receipt of Final Revised Proposals, DLA Energy will provide to each offeror the location of the vessel that would most likely be assigned to lift products from offered sources under a resultant contract. Based on these considerations, MSC will determine the transit time from the T-5 tanker discharge port to the offeror's origin port, origin load time, and the transit time to the destination discharge port. Transportation, expressed in U.S. cents per gallon, will be added to the per gallon offered price to determine the evaluated price.

(b) For purposes of evaluating applicable tanker transportation costs in determining the lowest delivered costs to the Government, the following provisions apply:

(1) A maximum of 235,000 barrels (bbls) of product will be considered sufficient quantity to fully utilize vessels over 30,000 Dead Weight Tonnage (DWT).

(2) In the event an offeror limits its offer to individual tanker liftings of less than the full requirement, the offer will be evaluated on the basis of—

(i) A single-port load plus shifting time and charges if it is determined that products under this solicitation will be available in the same port area;

(ii) The lowest cost two-port loadings if it is determined that products will not be available in the same port area but will be available in another port area in the same geographic area under this solicitation; or

(iii) Total vessel cost prorated over maximum parcel size offered or required if there are no other products offered by tanker loading in the same geographic area or if the Schedule limits the offer to the same geographic 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 or per barrel based on the quantity indicated by the offeror as the maximum lifting.

(c) Upon completion of the initial evaluation, if any portion of the product(s) utilized to fill out the requirement fails to evaluate as the lowest laid down cost, the product(s) will be eliminated and new transportation costs applied based on the successful portion of the product(s).

(End of M24.04 text)

**M33 QUANTITIES TO BE EVALUATED FOR TANKER, SHALLOW DRAFT TANKER, AND BARGE OFFERS (DLA ENERGY JUNE 2022)**

(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 contract text results in the evaluation of less than the maximum total quantity offered for that item, then the

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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

(End of M33 text)

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

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

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

(End of M41.02 text)

**M55 CONVERSION FACTORS (DLA ENERGY MAR 2007)**

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

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

**(1) TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

**(2) TABLE II.**

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

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AVIATION

GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
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BURNER FUEL OILS

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
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FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
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FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
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FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
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FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
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FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
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DIESEL FUELS

NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
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NO. 2 DIESEL (ALL) & GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
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INTERMEDIATE FUEL OILS

IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
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IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
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JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
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JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
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JP8/JET A1/F34/TS1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
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JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
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KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
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MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
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NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
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NAVAL DISTILLATE

FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46
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(3) **TABLE III.**

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

(End of M55 text)

**M72.10 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (BULK) (DLA ENERGY SEP 2020)**

- (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.

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(End of M72.10 text)

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

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.

(End of M74 text)

(End of Solicitation)