

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 0076014869	<b>PAGE 1 OF 100</b>	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE602-19-R-0702	6. SOLICITATION ISSUE DATE 2018 OCT 30		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME James Forde FPH1484		b. TELEPHONE NUMBER (No Collect calls) Phone: 571-767-8497	8. OFFER DUE DATE/ LOCAL TIME 2018 DEC 03 03:00 PM		
	9. ISSUED BY  DLA ENERGY BULK PETROLEUM PRODUCT 8725 JOHN J. KINGMAN ROAD FORT BELVOIR VA 22060 USA	CODE SPE602	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 19 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 324110 <input type="checkbox"/> 8 (A) SIZE STANDARD: See 52.212-1			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING DO-C9		
15. DELIVER TO  SEE SCHEDULE			16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule					
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

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

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

1. This solicitation is the follow-on to the current Bulk Fuels additive contracts awarded in April, 2017. The performance period is 24 months. DLA Energy Bulk Fuel Additives procurement includes requirements for three additives: Fuel System Icing Inhibitor (FSII), Corrosion Inhibitor (CLA) and Diesel Fuel Additive (LIA) procurement. The methods of delivery are tank truck and ISO-containers. Offerors are required to load in 5,000 USG ISO-containers and transport via truck to European destinations and cargo vessel/truck to Middle Eastern destinations. For Continental (US) CONUS locations, the delivery method used is tank truck.  
  
All offerors are reminded that "FOB destination delivery" requires the FSII to be delivered to each site, and that FOB port deliveries are not acceptable. CLA and LIA are included in this solicitation. The requirements are FOB destination via tank truck to three CONUS shipping points; Colonial Pipeline, VA for CLA, and DFSP Point Loma, CA, and DFSP Craney Island, VA for LIA. The following quantities are estimated maximum quantities. The actual purchases will be made pursuant to orders placed in accordance with FAR 52.216-21 REQUIREMENTS (OCT 1995) and FAR 52.216-18 ORDERING (OCT 1995).
2. **SOLICITATION OPEN AND CLOSING DATES:**
  - a) OPEN: October 30, 2018
  - b) CLOSE: December 3, 2018
3. **LOCATION:** CONUS & OCONUS
4. **ADDITIVES:**  
FUEL SYSTEM ICING INHIBITOR (FSII) NSN: 6850-01-057-6427, PP 4.8/ 3,887,000 USG  
INHIBITOR CORROSION (CLA) NSN: 9140-01-628-6264, PP 4.8/ 12,000 USG  
DIESEL FUEL ADDITIVE (LIA) NSN: 9140-01-604-2853, PP 4.8/ 80,000 USG
5. **ORDERING PERIOD:** The ordering period is date of award through April 30, 2021. The delivery period is May 1, 2019 through April 30, 2021, with a 30-day carryover, (90 days for OCONUS locations) unless otherwise designated.
6. Awarded prices for LIA and CLA will be fixed for the term of the contract. Prices for FSII will escalate IAW B19.03 ECONOMIC PRICE ADJUSTMENT for CONUS locations, and clause B19.03-1 ECONOMIC PRICE ADJUSTMENT for OCONUS locations.
7. For the determination of quantity, Clause F1.09-5 applies to FSII, Clause F1.09 applies to CLA and LIA
8. The CLA additive is a fuel-soluble corrosion inhibitor/lubricity improver additive for use in aviation turbine fuel, motor gasoline, diesel fuel, and related petroleum products. It is defined by MIL-PRF-25017. Awards will be made only for products that are, at the time of award of contract, qualified and included in the Qualified Products List (QPL) No. 25017 which can be found at <http://qpldocs.dla.mil/>.
9. The LIA additive is one of two grades of diesel lubricity improver additives that are used in naval distillate fuels conforming to MIL-DTL-16884. It is defined by MIL-PRF-32490. All LIA products offered must be listed on the Qualified Products List (QPL) to be considered for award (link: <http://qpldocs.dla.mil/>). LIA products not on the QPL list will need to be vetted and approved. Please contact Commander, Naval Sea Systems Command, ATTN: SEA 05S, 1333 Isaac Hull Avenue, SE, Stop 5160, Washington Navy Yard, DC 20376-5160 or emailed to [CommandStandards@navy.mil](mailto:CommandStandards@navy.mil) for vetting process.
10. Reminder: CLA and LIA products offered on the solicitation MUST be products on the QPL List and meet any other requirements for the products or locations to be considered technically acceptable for evaluation for award.
11. All offers of products FSII, CLA, LIA, must indicate the product name and product manufacturer in the offer being submitted. All offers with products indicated that are not manufactured by the offeror must include a Supply Commitment Letter with the offer to indicate/verify the offeror's ability to provide products of the type and quantity indicated within its offer. See Section L of the solicitation for the requirements of what must be included in the Supply Commitment Letter.
12. **Colonial Pipeline, VA:** In addition to the requirements for CLA appearing in Quality Assurance Provision (QAP) C30-2, CLA supplied to this location are required to meet one of the low temperature viscosity requirements specified below. This additional requirement for CLA is due to infrastructure capability restrictions at this location. This performance requirement must be met in order to ensure pumpability of the product at this location.
  - a) Dynamic viscosity 450 centipoise (cP) maximum at 0 degrees Fahrenheit as measured by ASTM test method D 2983, or
  - b) Kinematic viscosity 350 centistokes (cSt) maximum at 30 degrees Fahrenheit as measured by ASTM test method D 445.
13. **United Arab Emirates Embargo of Qatar:**  
Due to the current Qatar embargo issued by Gulf Cooperation Council (GCC) countries, the United Arab Emirates (UAE) issued a Notice to Mariner(s) stating that UAE ports will not allow ships to load any cargo from UAE destined for Qatar. The UAE Ministry of Foreign Affairs and International Cooperation (MOFIC) has declined to issue written assurance that the Notice to Mariner(s) is not applicable to U.S. DOD cargo destined for Qatar. Therefore, all FSII bid line proposals with shipping points or utilizing supply points in UAE will NOT be evaluated to Qatar.

Offerors submitting FSII bid lines with shipping points or utilizing supply points located in nations who are participating in the Qatar Embargo (other than UAE) or are otherwise imposing additional restrictions on shipping product to Qatar must provide documentation from cognizant port authority or management verifying the ability to provide product for delivery to Qatar. If sufficient documentation is not submitted, the bid lines will not be evaluated to Qatar. As of the date of this synopsis, the following countries, in addition to the UAE, have

publicly cut diplomatic ties with Qatar and/or are participating in the embargo: Bahrain, Comoros, Egypt, Maldives, Mauritania, Saudi Arabia, Senegal, and Yemen. Please note that this list is neither exhaustive nor authoritative, and offerors are responsible for notifying DLA Energy whether the nations in which their shipping points or supply points are located are participating in the embargo or have some other similar restriction on shipping product to Qatar.

**14. The Military Cargo Preference Act of 1904:**

Offerors will be required to adhere to the Military Cargo Preference Act of 1904 which requires that all supplies bought for the Army, Navy, Air Force or Marine Corps must be carried solely (100%) on U.S.-flag vessels except in certain circumstances. In addition, Contractors must give the government plenty of notice before a foreign flag vessel can be waived into service. Specifically, DFARS 252.247-7023 states that the contractor must submit any request for use of other than U.S.-flag vessels in writing to the contracting officer at least 45 days prior to the sailing date necessary to meet its delivery schedules.

**15. Joint Contingency Contracting System (JCCS) Requirement:**

Vendors and subcontractors must be registered in the Joint Contingency Contracting System (JCCS) to be considered for contract awards in the U.S. Central Command (CENTCOM) Area of Operation (AOR). CENTCOM-affected offers include the following:

- a) Offeror physical address is located in CENTCOM
- b) Offeror is submitting FOB Destination Offer(s) to CENTCOM
- c) Offeror is submitting shipping point(s) located in CENTCOM

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

Each offeror must submit its registration number with its offer package. If awarded, active registration must be maintained throughout contract performance. Instructions for account registration and training can be found at [www.jccs.gov](http://www.jccs.gov). Please go to [www.jccs.gov](http://www.jccs.gov), <http://www.jccs.gov> then click on "vendor login", click the registration tab, and follow the directions from there.

To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS) and are responsible for keeping the information in the this system updated at all times. Prime Contractors and subcontractors at any tier may verify their registration at <https://www.jccs.gov/jccscoe/> by selecting the "Vendors Login" module and logging in with their user name and password. The offeror must be registered, approved, and eligible for installation access prior to award, and remain eligible for installation access for the life of the contract.

The offeror is required to submit a listing of all proposed subcontractors, at all tiers, to the contracting officer with the submission of the proposal, and provide updates during the life of the contract when subcontractors are added or removed. If no subcontractors are expected to perform during the life of the contract, the offeror must submit a negative response to the Contracting Officer with its proposal. After award, the prime contractor must submit a negative response to the contracting officer at the beginning of each performance period. Minimum required documents include the following:

Company Information Company Name\* Revenue Size\*  
 Company Address\* Country\*  
 Company Province/State\*(if applicable) Company City\* (if applicable)  
 Tax ID Number\*  
 Tax ID Expiration Date\* Vendor Licensing Number\* License Expiration Date\* Vendor Licensing Issuing Agency Number of Offices\*  
 Number of Host Nation Employees Woman Owned (Yes/No) NGO  
 (Yes/No) Method of Payment\*  
 Preferred Currency Type\* Business Class Type  
 Product/Service Description Sector and Operation Type Identification Codes Classification Codes Bank Information (for EFT Payment Method): Bank Name\* Bank Address\* Country Province/State City Phone Number  
 Bank Account Number\* ACH Routing Number SWIFT Code Type of Account\* IBAN  
 Point of Contact Information Primary Point of Contact Email\* Primary Point of Contact Title Primary Point of Contact First Name\*  
 Primary Point of Contact Last Name\*  
 Primary Point of Contact Phone\*  
 Primary Point of Contact Fax  
 Additional Information required for Iraqi and Afghan Vendors: Position\* Middle Name\* Nickname\*  
 Passport/Gensiya Number\* Tribe\* Date of Birth\*

If you experience any problems or have any questions on your registration, please contact:  
 Mr. Chanley Meadows ([chanley.meadows@dla.mil](mailto:chanley.meadows@dla.mil) / +973-1785-0089).

- 16. The Government reserves the right to make awards based on initial offered prices. Based on this, offerors should ensure all offered prices submitted with their initial offer are its best competitive and final price(s).
- 17. Proposals submitted electronically through a single e-mail must be no more than 10 MB in size. DLA Energy's mail server will reject messages larger than 10 MB.

18. Offers must be submitted by the following method: **The Offer Submission Package (OSP):**
- (a) **Use of the Offer Submission Package is mandatory for this solicitation.** Vendors will submit their offers using the Offeror Submission Package. Currently additive offers cannot use the Offeror Entry Tool (OET) for offer submission. Please ensure that the OSP is completed in its entirety as it relates to the offeror's offer and that the product being offered must meet the specified requirements for the product itself and any location requirements identified within the line items. The product(s) being offered must be clearly identified in the OSP and indicate what the brand name and product identifier is for the product (i.e., CLA – TOLAD 351). Offers must be submitted to the Bid Custodian email box at DLA Energy, [BulkFuelsBidCustodian@dla.mil](mailto:BulkFuelsBidCustodian@dla.mil)
  - (b) Offer submission deadline is no later than **December 3, 2018 @ 3:00pm Eastern Standard Time (EST)**. Late offers will be treated IAW 52.212-1.
19. Dealers (non-manufacturers) must obtain a firm supply commitment letter in accordance with L2.07 EVIDENCE OF RESPONSIBILITY (DLA ENERGY JAN 1998). All Supply Commitment Letters must be submitted during the initial proposal phase and will not be accepted after the interim proposal phase.
20. NOTICE: Any award to a contractor, who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.
21. Registrations, representations, and certifications are currently maintained electronically at the SYSTEM FOR AWARD MANAGEMENT (SAM) at [www.sam.gov](http://www.sam.gov) [See FAR 52.204-13 (OCT 2016) for additional information]. Offerors are encouraged to complete all representations and certifications in SAM.
22. The ordering period is Date of Award through April 30, 2021– See F4, DELIVERY AND CONTRACT PERIODS FOR PIPELINE AND TANK TRUCK DELIVERIES (DOMESTIC BULK) (DLA ENERGY NOV 2011)
23. The delivery period for all items is May 1, 2019 through April 30, 2021 with a 30 day carryover (90 days for OCONUS locations)- See 186.05, DELIVERY - ORDER LIMITATIONS - (LUBES) (DLA ENERGY NOV 2012).
24. All volumes are stated in U.S. Gallons (USG).
25. SECTION C (QAPs): For all Quality and Technical provisions please review via the DIBBS website. You will need a DIBBS account to access the Technical Data tab, which leads to the C Folders containing the applicable provisions. The web address is <https://www.dibbs.bsm.dla.mil/default.aspx>. This is also applicable for Section E provisions; all of the Inspection provisions will be viewable under the E Folders. If you are having problems 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.
26. Payment information will be relayed from SAM unless G9.07-5ELECTRONIC TRANSFER OF FUNDS PAYMENTS – FEDERAL RESERVE WIRE TRANSFER SYSTEM (DLA ENERGY JAN 2012) is filled out. G9.07-5 is applicable when offerors will be using international banking institutions or is an international company.
27. For all FOB Destination offers, offerors are responsible for ascertaining and following delivery location access procedures, including obtaining any necessary clearances to access the delivery location. Access procedures and clearance processing times may vary greatly depending on the delivery location. Any questions regarding delivery location access procedures and processing times should be directed to the specific delivery location. Contact information for the specific end-location can be obtained through your assigned Contract Specialist.
28. For each item to be delivered, offerors are required to submit a Safety Data Sheet (SDS) for ALL offered products.
29. There are 29 line items that are designated 100% small business set-aside for those locations only. All other line items will remain unrestricted (no small business set-asides).

**Section B**

Quality Technical Provisions

**INHIBITOR, CORROSION, CLA, 4.8**

9140-016286264

**PR #:** 0076014869

IAW BASIC QAP 52838 ENERGY-QAP-C1.02  
 REVISION NR B DTD 12/01/2016  
 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-E40.2  
 REVISION NR A DTD 07/08/2014  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1  
 REVISION NR A DTD 09/01/2013  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22  
 REVISION NR B DTD 04/04/2016  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35  
 REVISION NR A DTD 12/01/2011  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12  
 REVISION NR A DTD 07/30/2015  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E33.07  
 REVISION NR A DTD 03/01/2006  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-C30-2  
 REVISION NR A DTD  
 PART PIECE NUMBER:

INHIBITOR, CORROSION

Quality Technical Provisions

**DIESEL FUEL ADDITIVE, LIA, 4.8**

9140-016042853

**PR #:** 0076014869

IAW BASIC QAP 52838 ENERGY-QAP-C1.02  
 REVISION NR B DTD 12/01/2016  
 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-E40.2  
 REVISION NR A DTD 07/08/2014  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E1  
 REVISION NR A DTD 09/01/2013  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E22  
 REVISION NR B DTD 04/04/2016  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E35  
 REVISION NR A DTD 12/01/2011  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E12  
 REVISION NR A DTD 07/30/2015  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-C30-1  
 REVISION NR B DTD 09/06/2018  
 PART PIECE NUMBER:  
 IAW REFERENCE QAP 52838 ENERGY-QAP-E33.07  
 REVISION NR A DTD 03/01/2006  
 PART PIECE NUMBER:

Quality Technical Provisions

**INHIBITOR, FUEL SYSTEM ICING, SIH, 4.8**

6850-010576427

**PR #:** 0076014869

IAW BASIC QAP 52838 ENERGY-QAP-C1.02

## Section B

REVISION NR B DTD 12/01/2016  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E21.01  
 REVISION NR B DTD 06/26/2015  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E40.2  
 REVISION NR A DTD 07/08/2014  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-C30  
 REVISION NR A DTD 08/01/1999  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E1  
 REVISION NR A DTD 09/01/2013  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E22  
 REVISION NR B DTD 04/04/2016  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E35  
 REVISION NR A DTD 12/01/2011  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E12  
 REVISION NR A DTD 07/30/2015  
 PART PIECE NUMBER:  
 LAW REFERENCE QAP 52838 ENERGY-QAP-E33.07  
 REVISION NR A DTD 03/01/2006  
 PART PIECE NUMBER:

## INHIBITOR, CORROSION, CLA, 4.8

9140-016286264

PR #: 0076014869

## CLA Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
12,000	12,000	0	0	UG6

Total Estimated ( CLA ) Quantity to be Purchased: 12,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
	12,000		2.022807	09/01/2018

Item: 0043

Quantity: 12,000 UG6 8A Quantity: 0 SA Quantity: 12,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
9140-016286264 (CLA) INHIBITOR,CORROSION	CDVDLAJCVA - COLONIAL PIPELINE	VA

Requirement SPLC  
256574000

Delivery Address: BLOW FLATS ROAD JAMES CITY COUNTY VA 23185

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SC0600	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	1,000	1,000	D			

No. of Tanks	Capacity	Type	Tank Location
1	1000	ABOVE GROUND TANK(S)	

Delivery Notes: This is an unmanned location and prior coordination has to be made prior to delivery.

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**Section B**

The facility will receive the CI by truck only.

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**DIESEL FUEL ADDITIVE,LIA,4.8**

9140-016042853

PR #: 0076014869

LIA Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
80,000	0	0	80,000	UG6

Total Estimated ( LIA ) Quantity to be Purchased: 80,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
	80,000		2.022807	09/01/2018

Item: 0057

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
9140-016042853 (LIA) DIESEL FUEL ADDITIVE	CRANEY - DFSP CRANEY ISLAND	VA

Requirement SPLC  
261100296

Delivery Address: CRANEY ISLAND FUEL TERMINAL CITY OF PORTSMOUTH VA 23703

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE5P1B	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	3,000	2,500	D			

Delivery Notes: TRUCK MODE RESTRICTED TO DESTINATION OFFERS.

Item: 0058

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
9140-016042853 (LIA) DIESEL FUEL ADDITIVE	PTLOMA - DFSP PT LOMA	CA

Requirement SPLC  
889000296

Delivery Address: 199 Rosecrans St SAN DIEGO CA 92106

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE5N14	SE5N14

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	5,000	5,000	D			

Delivery Hours: DELIVERY HOURS: 0800-1400 MONDAY - FRIDAY

Delivery Notes: TRUCK MODE RESTRICTED TO DESTINATION OFFERS

CONTINUED ON NEXT PAGE



**Section B**

SPECIAL REQUIREMENT: Pumps are not required unless specifically identified on the DD Form 1155, Orders for Supplies or Services.

**INHIBITOR, FUEL SYSTEM ICING,SIH,4.8**

6850-010576427

PR #: 0076014869

SIH Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
3,887,000	755,500	0	3,131,500	UG6

Total Estimated ( SIH ) Quantity to be Purchased: 3,887,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
	832,000		3.543951	09/01/2018
	3,055,000		2.022807	09/01/2018

Item: 0044

Quantity: 400,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 400,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	QATAR - DFSP QATAR MESAIEED	
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
900001270

Delivery Address: DFSP QATAR DEFAULT 99999

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE7P03	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	D	5,000	5,000	100			

Delivery Hours: SUN - THURS 0700-1500

Delivery Notes: MESAIEED INDUSTRIAL CITY, QATAR NEXT TO QP REFINERY TELEPHONE: 974-4760028 POINT OF CONTACT: MR. MOIDUTTY

3" Male Camlock fittings are required on the BFC

FSII will be received into fixed storage tanks while intermodal containers remain positioned on the delivery truck. Receipt time usually takes 1-3 hours. Empty containers will be removed from the terminal immediately upon completion on delivery. After order is placed with the contractor, time required for delivery to Qatar will be Min. 45 days, Max. 60 days. Request 30 days free time for returning the empty containers to the terminal contractor's facility. Free time starts with the date of arrival of the container at the air base and ends with the date of returning empty container to the contractor. Intermodal container mode restricted to FOB Destination Offers. Demurrage rate after free time is \$\_\_\_ per day, per container.

REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTOVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), or FR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

Item: 0016

Quantity: 300,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 300,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	JAMESTOWN - COLONIAL PL JAMESTOWN	VA

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## Section B

INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
256574000

Delivery Address: 147 BLOW FLATES ROAD JAMES CITY COUNTY VA 23185

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P2VMode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0900-1200 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED FOR TRUCK: DISCHARGE PUMP, 3 IN. WIDE AND 20 FT. LONG HOSE AND 3 IN. QUICK  
LOCK CONNECTIONS (COUPLERS) Region's POC: Raul Garcia (713)754-9532.

Item: 0046

Quantity: 300,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 300,000

Period of Performance: 05/01/2019-04/30/2021

NSN                                      Delivery Identification                                      State  
6850-010576427 (SIH)                      PORTSMOUTH - DFSP PORTSMOUTH                                      VA  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
261100301

Delivery Address: CRANEY ISLAND NAVAL DEPOT PORTSMOUTH VA 23703

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P2RMode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0800-1200 CALL 24 HRS IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK:DISCHARGE PUMP, 20 FT. LONG AND 3 IN. WIDE HOSE, 3 IN. QUICKLOCK  
CONNECTION (COUPLER)

Item: 0003

Quantity: 220,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 220,000

Period of Performance: 05/01/2019-04/30/2021

NSN                                      Delivery Identification                                      State  
6850-010576427 (SIH)                      BALTIMORE - DFSP BALTIMORE                                      MD  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
234000270

Delivery Address: 1800 FRANKFURST AVENUE BALTIMORE MD 21226

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P0BMode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0900-1600 CALL IN ADVANCE

Delivery Notes: REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTOVE EQUIPMENT (PPE): 1. SAFETY HAT  
(HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), or FR  
LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

Item: 0048

Quantity: 160,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 160,000

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## Section B

Period of Performance: 05/01/2019-04/30/2021

NSN 6850-010576427 (SIH) INHIBITOR, FUEL SYSTEM ICING	Delivery Identification SELMA - DFSP SELMA	State NC
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Requirement SPLC  
406851270

Delivery Address: 2427 WEST OAK STREET SELMA NC 27576

Service Code	Delivery DODAAC SE5P12	Ordering Office DODAAC
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Mode BULK:TRUCK	Receipt % 100	Max Parcel 6,000	Min Parcel 5,000	FOB Restriction D	FSII	SDA	CI
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Delivery Hours: M-F, 0700-1600

Delivery Notes:  
TT TO ARRIVE NLT 1430 REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE (30-90 FT.) WITH 3 IN. FEMALE FITTINGS. TRUCK RACK CLEARANCE IS 12 FT., 4 IN.

Item: 0045

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

Period of Performance: 05/01/2019-04/30/2021

NSN 6850-010576427 (SIH) INHIBITOR, FUEL SYSTEM ICING	Delivery Identification CEPS_RAMST - DLA ENERGY RAMSTEIN CEPS	State
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Requirement SPLC  
991002270

Delivery Address: BASE FUELS OFFICE BLD 2413 RAMSTEIN AB 66877

Service Code	Delivery DODAAC SE6P0F	Ordering Office DODAAC
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Mode BULK:TRUCK	Receipt % 100	Max Parcel 6,000	Min Parcel 5,000	FOB Restriction D	FSII	SDA	CI
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Delivery Notes: POC is Mr. Puttmann - +49-(0)6781-206-152

Item: 0009

Quantity: 130,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 130,000

Period of Performance: 05/01/2019-04/30/2021

NSN 6850-010576427 (SIH) INHIBITOR, FUEL SYSTEM ICING	Delivery Identification CHASDFSP - DFSP CHARLESTON	State SC
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Requirement SPLC  
447179270

Delivery Address: 5862 N RHETT AVE HANAHAN SC 29410

Service Code	Delivery DODAAC SE5P19	Ordering Office DODAAC
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Mode BULK:TRUCK	Receipt % 100	Max Parcel 6,000	Min Parcel 5,000	FOB Restriction D	FSII	SDA	CI
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Delivery Hours: M-F, 0600-1600 CALL IN ADVANCE FOR DIRECTIONS

Delivery Notes: REQUIRED ON TRUCK: OFFLOADING POINTS WILL HAVE 2-IN. COUPLERS FOR TT HOOK-UP.

Item: 0053

Quantity: 121,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 121,000

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## Section B

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	LAS VEGAS - KM LAS VEGAS	NV
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
869164000

Delivery Address: CALNEV PIPELINE LAS VEGAS NV 89115

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P28	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

**Item:** 0007**Quantity:** 120,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 120,000**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	ADELANTO - CAL NEV BULK STORAGE ADELANT	CA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
880220301

Delivery Address: 13334 AIR EXPRESSWAY VICTORVILLE CA 92392

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P26	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
TANK TRUCK		6,000	5,000				

Delivery Hours: M-F, 0800-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

**Item:** 0049**Quantity:** 105,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 105,000**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	TRAVIS STN - KM BULK STORAGE TRAVIS	CA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
874763301

Delivery Address: 151 HANGAR AVENUE FAIRFIELD CA 94535

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P2E	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

**Item:** 0008**Quantity:** 99,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 99,000**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	SELBY - DFSP SELBY	CA
INHIBITOR, FUEL SYSTEM ICING		

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## Section B

Requirement SPLC  
876142270

Delivery Address: 98 SAN PABLO AVE CROCKETT CA 94525-1052

Service Code            Delivery DODAAC            Ordering Office DODAAC  
SE5P2H

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0600-1300

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, 20FT. HOSE AND 3IN. MALE FITTING REQUIRED FOR DRIVER:  
THE FOLLOWING PERSONAL PROTECTOVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3.  
FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), or FR LAB COAT 4. SAFETY SHOES (STEEL  
TOE LEATHER SHOES OR BOOTS)

**Item:** 0032

**Quantity:** 99,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 99,000

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	PUGET - DFSP PUGET SOUND	WA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
845459290

Delivery Address: 7501 BEACH DRIVE EAST PORT ORCHARD WA 98366

Service Code            Delivery DODAAC            Ordering Office DODAAC  
NAVY                    SE5N1F

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

**Item:** 0050

**Quantity:** 95,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 95,000

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	ALSALEMAB - ALI AL SALEM AB KUWAIT	KW
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
995000241

Delivery Address: BLDG 624 JACOBSON AVE ALI AL SALEM KW 00000

Service Code            Delivery DODAAC            Ordering Office DODAAC  
SE7F01

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	5,000	5,000	D			

Delivery Hours: FSII TO BE DELIVERED IN 5,000 INTERMODAL CONTAINER

**Item:** 0047

**Quantity:** 93,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 93,000

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	FRESNO STN - KM BULK STORAGE FRESNO	CA

## Section B

INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
878612000

Delivery Address: 2064 E MALAGO AVENUE FRESNO CA 93725

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P2JMode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: TUE-THUR, 0730-1400

**Item:** 0021**Quantity:** 83,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 83,000**Period of Performance:** 05/01/2019-04/30/2021NSN                                      Delivery Identification                                      State  
6850-010576427 (SIH)                                      MIRAMARSTN - KINDER MORGAN                                      CA  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
889000296A

Delivery Address: 5241 CONVOY STREET SAN DIEGO CA 92111

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P23Mode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0700-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, 20 FT. HOSE AND A 3 IN. MALE CAMLOCK FITTING

**Item:** 0040**Quantity:** 80,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 80,000**Period of Performance:** 05/01/2019-04/30/2021NSN                                      Delivery Identification                                      State  
6850-010576427 (SIH)                                      OMAHA - WILLIAMS PL CO. (OMAHA)                                      NE  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
553410270

Delivery Address: 13029 S 13TH ST BELLEVUE OMAHA NE 68122

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P0FMode                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      4,000                      D

Delivery Hours: M-F, 0800-1200 CALL 24HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: CLEAN PUMP AND 50 FT. CLEAN HOSE ADAPTABLE TO 3 IN. FEMALE COUPLING

**Item:** 0051**Quantity:** 80,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 80,000**Period of Performance:** 05/01/2019-04/30/2021NSN                                      Delivery Identification                                      State  
6850-010576427 (SIH)                                      TUCSON STN - KM BULK STORAGE TUSCON                                      AZ  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC

## Section B

799003000

Delivery Address: 3842 REFINERY WAY TUCSON AZ 85713

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P20Mode                                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0730-1530

**Item:** 0006**Quantity:** 70,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 70,000**Period of Performance:** 05/01/2019-04/30/2021NSN                                      Delivery Identification                      State  
6850-010576427 (SIH)                      CARSONTERM - CARSON TERMINAL                      CA  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
883245303

Delivery Address: 2000 EAST SEPULVEDA CARSON CA 90810

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
SE5P0QMode                                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F 0800-1400, CALL 24 HRS, IN ADVANCE

Delivery Notes: REQUIRED FOR TRUCK: DISCHARGE PUMP AND A 25 FT HOSE AND 3 IN. COUPLER (2) POC: : TOM  
HOSLER 310-518-7727 / AL GIESE 310-518-7756/cell 310-930-3145**Item:** 0001**Quantity:** 65,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 65,000**Period of Performance:** 05/01/2019-04/30/2021NSN                                      Delivery Identification                      State  
6850-010576427 (SIH)                      ALAMOTERM - DFSP ALAMOGORDO                      NM  
INHIBITOR, FUEL SYSTEM ICINGRequirement SPLC  
778152270

Delivery Address: NU STAR ENERGY 6026 S HWY 54 ALAMOGORDO NM 88311

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
SE5P0RMode                                      Receipt %                      Max Parcel                      Min Parcel                      FOB Restriction                      FSII                      SDA                      CI  
BULK:TRUCK                      100                      6,000                      5,000                      D

Delivery Hours: M-F, 0800-1600 CALL IN ADVANCE

Delivery Notes: CALL IN ADVANCE REQUIRED ON TRUCK: DISCHARGE PUMP AND 4 SECTIONS OF 2IN. HOSE (15 FEET  
EA.) WITH ENDS WRAPPED IN PLASIC AND 2 FITTINGS REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTOVE  
EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR  
UNIFORM (SHIRT AND PANTS), or FR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)**Item:** 0052**Quantity:** 61,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 61,000**Period of Performance:** 05/01/2019-04/30/2021

NSN                                      Delivery Identification                      State

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**Section B**

6850-010576427 (SIH) PHOENIXSTN - KM BULK STORAGE PHOENIX AZ  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
797000302

Delivery Address: 49 N 53RD AVENUE PHOENIX AZ 85043

Service Code Delivery DODAAC Ordering Office DODAAC  
DLA SE5P21

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP WITH HIGH CAPACITY PRESSURE HOSE. TRAILER W/ GROUND LEVEL VENT (NO CLIMBING ON TRAILER)

**Item:** 0055

**Quantity:** 60,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 60,000

**Period of Performance:** 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) HOLLYCORP - HOLLY CORP ID  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
838577301

Delivery Address: NORTH CANYON CREEK ROAD MOUNTAIN HOME ID 83647

Service Code Delivery DODAAC Ordering Office DODAAC  
SE5P0K

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

**Item:** 0026

**Quantity:** 50,000 UG6 **8A Quantity:** 0 **SA Quantity:** 50,000 **Unrestricted:** 0

**Period of Performance:** 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) MOUNDVILLE - DFSP MOUNDVILLE AL  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
476613270

Delivery Address: 872 SECOND AVENUE MOUNDVILLE AL 35474

Service Code Delivery DODAAC Ordering Office DODAAC  
SE5P0W

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND A 60FT. HOSE WITH A 2IN. FEMALE CAM LOCK FITTING. HOSE WILL NEED TO BE CLEAN AND SEALED. REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), OR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

**Item:** 0029

**Quantity:** 50,000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 50,000



## Section B

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	GUAM - DFSP GUAM	
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
950001270

Delivery Address: PITI 96010

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE8N00	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	5,000	5,000	D			

Delivery Hours: M-F 0800-1700

Delivery Notes: A. FSII TO BE DELIVERED IN 5,000 GALLON BULK FUEL CONTAINER (BFC), ALSO KNOW AS INTERMODAL CONTAINER AND/OR SEAVAN. B. A MOBILE CRANE OF SIZE AND TYPE TO SAFELY HANDLE A FULLY LOADED BFC IS REQUIRED. C. THERE IS NO ON-SITE STORAGE. BFC WILL BE REQUIRED TO REMAIN AT LOCATION A MINIMUM OF 90 DAYS FROM DATE OF DELIVERY. D. DELIVERY HRS: M-F, 0800-1700 E. Bills of Lading (BOLs) to be marked "US MILITARY USE ONLY"

Item: 0039

Quantity: 50,000 UG6 8A Quantity: 0 SA Quantity: 50,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	OLATHE - DFSP OLATHE	KS
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
584060000

Delivery Address: MAGELLAN PIPELINE COMPANY OLATHE KS 66062

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P07	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	3,400	1,500	D			

Delivery Hours: M-F, 0800-1500

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 50 FT. HOSE WITH 2 IN. FEMALE COUPLING. TANK CAPACITY IS 3,500 USG.

Item: 0020

Quantity: 44,000 UG6 8A Quantity: 0 SA Quantity: 44,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	SPARKS - KM BULK STO NL SPARKS	NV
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
864168000

Delivery Address: 301 NUGGET AVENUE SPARKS NV 89431

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P2G	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

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## Section B

Item: 0036

Quantity: 44,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 44,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	CEPS_SPANG - DLA ENERGY SPANGDAHLEM CEP	
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
991005270

Delivery Address: BASE FUELS OFFICE BLD T-54 SPANGDAHLEM 54529

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE6P0E	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: MON-THUR 0800-1600, FRI 0800-1500

Delivery Notes: POC - Mr Puttmann 49 0 6781 206 152 REQUIRED ON TRUCK: DISCHARGE PUMP AND 20 FT. OF HOSE

Item: 0012

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	RAPIDCITY - ELS JET RAPID CITY	SD
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
526870000

Delivery Address: 2945 Elgin Road RAPID CITY SD 57709-0032

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P0J	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	4,000	2,000	D			

Delivery Hours: M-F, 0700-1400 CALL 24HRS IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 40 FT. OF HOSE ADAPTABLE TO 2 IN. MALE COUPLING

Item: 0015

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	INDY - DFSP INDIANAPOLIS	IN
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
368903270

Delivery Address: BUCKEYE TERMINALS LLC INDIANAPOLIS IN 46234-9052

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P06	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 25FT. HOSE, ADAPTABLE TO 2IN. FEMALE CAMLOCK

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## Section B

## CONNECTION

Item: 0018

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	COLTON - KM BULK STORAGE COLTON	CA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
880286000

Delivery Address: DLA ENERGY COLTON KMPLW CA BLOOMINGTON CA 92316

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE5P25	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes:  
REQUIRED ON TRUCK: DISCHARGE PUMP, HOSE AND 2-IN. MALE FITTING

Item: 0035

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	PTLOMA - DFSP PT LOMA	CA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
889000296

Delivery Address: 199 Rosecrans St SAN DIEGO CA 92106

Service Code	Delivery DODAAC	Ordering Office DODAAC
NAVY	SE5N14	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 4IN. HOSE

Item: 0037

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

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	TAMPA - DFSP PT TAMPA	FL
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
497800270

Delivery Address: 5313 N BOUNDARY BLVD 1122 MACDILL AFB FL 33621

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P17	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0700-1400 CALL 24 HRS. IN ADVANC

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**Section B**

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, 25 FT. HOSE WITH 3 IN. COUPLERS

**Item:** 0054**Quantity:** 40,000 UG6 **8A Quantity:** 0 **SA Quantity:** 40,000 **Unrestricted:** 0**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	BURLINGTON - DFSP JACKSONVILLE NJ (BURL	NJ
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
197269270

Delivery Address: 1715 BURLINGTON-JACKSONVILLE RD BORDENTOWN NJ 08505

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P11	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, HOSE 4 IN. WIDE AND 20 FT. LONG AND A 4 IN. CAM LOCK FITTING/CONNECTION

**Item:** 0059**Quantity:** 40,000 UG6 **8A Quantity:** 0 **SA Quantity:** 40,000 **Unrestricted:** 0**Period of Performance:** -

NSN	Delivery Identification	State
6850-010576427 (SIH)	EDWARDSSIH - CALNEV EDWARDS - FSII	CA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
881175240

Delivery Address: 419 SOUTH LANCASTER BLVD EDWARDS AFB CA 93524-6570

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P2W	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F 0700-1300, CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE DELIVERY M-F, 0700-1300 CALL 24HRS. IN ADVANCE

**Item:** 0038**Quantity:** 39,000 UG6 **8A Quantity:** 0 **SA Quantity:** 39,000 **Unrestricted:** 0**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	VANCOUVER - DFSP VANCOUVER	WA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
849990000

Delivery Address: 5420 FRUIT VALLEY RD VANCOUVER WA 98660

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5POS	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400

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## Section B

Item: 0033

Quantity: 33,000 UG6 8A Quantity: 0 SA Quantity: 33,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	PASCO - DFSP PASCO	WA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
840560000

Delivery Address: 2003 S GRAHAM ROAD MEDICAL LAKE WA 99022

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P0N	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

Item: 0034

Quantity: 33,000 UG6 8A Quantity: 0 SA Quantity: 33,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	PORTLANDME - DFSP PORTLAND	ME
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
119370270

Delivery Address: 175 FRONT STREET SOUTH PORTLAND ME 04106

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P0Z	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1000 CALL 24 HRS. IN ADVANCE

Delivery Notes: CALL 24 HRS IN ADVANCE REQUIRED ON TRUCK: DISCHARGE PUMP, HOSE 4 IN WIDE AND 20 FT LONG, 4 IN CAMLOCK FITTINGS/CONNECTIONS (COUPLERS) REQUIRED

M-F, 0800-1000 CALL 24 HRS. IN ADVANCE

Item: 0027

Quantity: 30,000 UG6 8A Quantity: 0 SA Quantity: 30,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	MONTGOMERY - DFSP MONTGOMERY	AL
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
475630250

Delivery Address: 520 HUNTER LOOP ROAD MONTGOMERY AL 36109

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P02	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL IN ADVANCE

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## Section B

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 60FT. OF 2IN. FEMALE CAM LOCK FITTING. HOSES NEEDED TO BE CLEAN AND SEALED. REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), OR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

Item: 0028

Quantity: 30,000 UG6 8A Quantity: 0 SA Quantity: 30,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	MACON - DFSP MACON	GA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
463235270

Delivery Address: 6225 HAWKINSVILLE ROAD MACON GA 31206-5850

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P05	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 60FT. OF 2IN. FEMALE CAM LOCK FITTING. HOSES NEEDED TO BE CLEAN AND SEALED. REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), OR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

Item: 0056

Quantity: 30,000 UG6 8A Quantity: 0 SA Quantity: 30,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	HOUSTON - DFSP HOUSTON	TX
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
684839270

Delivery Address: 12901 AMERICAN PETROLEUM ROAD GALENA PARK TX 77547

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5P14	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE AND HOSE

Item: 0002

Quantity: 25,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 25,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	ALJABERAB - AL JABER AIR BASE	KW
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
99500240

Delivery Address: AL JABER AIR BASE Kuwait KW 99999

## Section B

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE7F07

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK FUEL CONTAINER	100	5,700	4,500		Y		

**Item:** 0004

**Quantity:** 25,000 UG6 **SA Quantity:** 0 **SA Quantity:** 25,000 **Unrestricted:** 0

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	BREMEN - DFSP BREMEN	GA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
456770270

Delivery Address: 870 ALABAMA AVENUE BREMEN GA 30110-0925

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P0Y

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 1200-1600 CALL IN ADVANCE

Delivery Notes: REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTOVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), or FR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

**Item:** 0022

**Quantity:** 25,000 UG6 **SA Quantity:** 0 **SA Quantity:** 25,000 **Unrestricted:** 0

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	YUMA STN - KM BULK STORAGE YUMA	AZ
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
798164301

Delivery Address: 6471 SOUTH COUNTY 7E YUMA AZ 85365

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P2C

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

**Item:** 0025

**Quantity:** 25,000 UG6 **SA Quantity:** 0 **SA Quantity:** 25,000 **Unrestricted:** 0

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	LEBANON - DFSP LEBANON	OH
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
359151270

Delivery Address: TE PRODUCTS PIPELINE CO LEBANON OH 45036-9619

Service Code                      Delivery DODAAC                      Ordering Office DODAAC  
DLA                                      SE5P0H

## Section B

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1700 CALL 24 HRS. IN ADVANCE

## Delivery Notes:

REQUIRED ON TRUCK: CLEAN PUMP AND 40 FT. OF HOSE ADAPTABLE TO 3IN. FEMALE COUPLING

## Item: 0042

Quantity: 24,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 24,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	ROVEREDO - ROVEREDO NIPS DEPOT	IT
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
962100000

Delivery Address: ROVEREDO NIPS DEPOT PORDERNONE IT 33080

Service Code	Delivery DODAAC	Ordering Office DODAAC
DLA	SE6POH	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	5,000	5,000	D			

## Item: 0010

Quantity: 23,000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 23,000

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	BUEHRING - CAMP BUEHRING KUWAIT	
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
995010255

Delivery Address: 30 MILES NORTHWEST OF KUWAIT CITY KUWAIT CITY 00000

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE7A02	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	5,000	5,000	D			

Delivery Notes: LOCATION: APPROX 30 MILES NORTHWEST OF KUWAIT CITY. 50 MILES FROM MINA ABDULLAH FILLSTAND. POC: AL GUZMAN OR EMIR, 724-3259

A mobile crane is required to safely handle fully loaded intermodal containers. There is no on-site storage available. Containers will be required to remain at end location a minimum of 180 days from date of delivery. After order is placed with the contractor, time required for delivery to Camp Buehring, Kuwait will be Min. 45 days, Max. 60 days. Request 180 days free time for returning the empty containers to the terminal contractor's facility. Free time starts with the date of arrival of the container at the air base and ends with the date of returning empty container to the contractor. Intermodal container mode restricted to FOB Destination Offers. Demurrage rate after free time is \$\_\_\_\_\_ per day, per container.

REQUIRED FOR DRIVER: THE FOLLOWING PERSONAL PROTECTOVE EQUIPMENT (PPE): 1. SAFETY HAT (HARD HAT) 2. SAFETY GLASSES 3. FLAME-RETARDANT (FR) COVERALLS, FR UNIFORM (SHIRT AND PANTS), or FR LAB COAT 4. SAFETY SHOES (STEEL TOE LEATHER SHOES OR BOOTS)

## Item: 0030

Quantity: 20,000 UG6 8A Quantity: 0 SA Quantity: 20,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	NOVI - DFSP NOVI	MI
INHIBITOR, FUEL SYSTEM ICING		



**Section B**

Requirement SPLC  
315997270

Delivery Address: DELTA FUELS OF MICHIGAN NOVI MI 48375-2810

Service Code            Delivery DODAAC            Ordering Office DODAAC  
SE5P0D

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0700-1400 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND 40 FT. HOSE ADAPTABLE TO 2 IN. FEMALE CAMLOCK FITTING

**Item:** 0031

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

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	PITTSBURGH - DFSP PITTSBURGH	PA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
218723270

Delivery Address: 3324 UNIVERSITY BLVD. MOON TOWNSHIP PA 15108-1117

Service Code            Delivery DODAAC            Ordering Office DODAAC  
SE5P2P

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0600-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND MINIMUM OF 20 FT. OF HOSE ADAPTABLE TO 3" FEMALE CAMLOCK CONNECTION; ALL ACCESSIBLE POINTS ON TRAILER MUST BE SEALED, INCLUDING CAPS ON PUMPS. TERMINAL WILL NOT ACCEPT PRODUCT IF THESE POINTS ARE NOT SEALED.

**Item:** 0013

**Quantity:** 15,000 UG6 **8A Quantity:** 0 **SA Quantity:** 1,500 **Unrestricted:** 13,500

**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	HILL - HILL AFB UT LOCATION A	UT
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
762720240

Delivery Address: 7536 Wardleigh Road Bldg 914 Hill AFB UT 84056

Service Code            Delivery DODAAC            Ordering Office DODAAC  
USAF            SE5F47

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0700-1400

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE

**Item:** 0023

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

**Period of Performance:** 05/01/2019-04/30/2021

## Section B

NSN Delivery Identification State  
6850-010576427 (SIH) LOCKHART - MCCAIN PL (DFSP LOCKHART) MS  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
486115000

Delivery Address: 8702 NULL RD LOCKHART MS 39335

Service Code Delivery DODAAC Ordering Office DODAAC  
DLA SE5P00

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1500 CALL IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, 60 FT.HOSE AND 2IN. CAM LOCK FITTING. HOSES NEED TO BE CLEANED AND SEALED.

Item: 0019

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

Period of Performance: 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) IMPERIAL - KM BULK STORAGE IMPERIAL CA  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
888174301

Delivery Address: 345 WEST ATEN ROAD IMPERIAL CA 92251

Service Code Delivery DODAAC Ordering Office DODAAC  
DLA SE5P2B

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	4,500	4,500	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes:  
REQUIRED ON TRUCK: DISCHARGE PUMP, HOSE AND 2 IN. FEMALE FITTING

Item: 0041

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

Period of Performance: 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) NEUBERG - NEUBERG DEPOT  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
991005271

Delivery Address: CEPS DEPOT NEUBERG TANKLAGER WEICHERING 86706

Service Code Delivery DODAAC Ordering Office DODAAC  
DLA SE6P0G

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	6,000	5,000	D			

Delivery Hours: 0730-1600 MON-THUR, 0730-1430 FRI

Item: 0011

Quantity: 10,000 UG6 8A Quantity: 0 SA Quantity: 10,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN Delivery Identification State

## Section B

6850-010576427 (SIH) PTEV - DFSP PORT EVERGLADES FL  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
499440270

Delivery Address: 2401 EISENHOWER BLVD FORT LAUDERDALE FL 33316-0100

Service Code Delivery DODAAC Ordering Office DODAAC  
SE5POX

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0700-1400 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: DISCHARGE PUMP, 2IN. CAM LOCK AND 30 FT. HOSE.

Item: 0014

Quantity: 10,000 UG6 8A Quantity: 0 SA Quantity: 10,000 Unrestricted: 0

Period of Performance: 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) COLUMDFSP - OMEGA PIPELINE GA  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
464390270

Delivery Address: 5225 MILLER ROAD COLUMBUS GA 31909-5564

Service Code Delivery DODAAC Ordering Office DODAAC  
SE5POE

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1500 CALL IN ADVANCE

Delivery Notes:  
REQUIRED ON TRUCK: DISCHARGE PUMP AND 60 FT. AND 2 IN. HOSE MUST BE CLEANED AND SEALED

Item: 0005

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

Period of Performance: 05/01/2019-04/30/2021

NSN Delivery Identification State  
6850-010576427 (SIH) BELLHEIM - BELLHEIM (FSII TANK FARM)/CE  
INHIBITOR, FUEL SYSTEM ICING

Requirement SPLC  
999900107

Delivery Address: AN DER LANDSTRASSE 488 BELLHEIM 76756

Service Code Delivery DODAAC Ordering Office DODAAC  
SE6POD

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	5,000	5,000	D			

Delivery Hours: M-F, 0700 - 1500

Delivery Notes: TANK TRUCK MUST BE EQUIPPED WITH PUMP AND 10 MRTER HOSE POC: PUTTMANN TEL:  
+49(0)6781-206-152

Item: 0017

Quantity: 6,000 UG6 8A Quantity: 0 SA Quantity: 6,000 Unrestricted: 0

**Section B****Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	BOISE - IDAHO PIPELINE	ID
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
838830301

Delivery Address: 1220 W GOWEN ROAD BOISE ID 83705

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5POL	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1600

Delivery Notes:  
REQUIRED ON TRUCK: DISCHARGE PUMP AND HOSE**Item:** 0024**Quantity:** 5,000 UG6 **SA Quantity:** 0 **SA Quantity:** 5,000 **Unrestricted:** 0**Period of Performance:** 05/01/2019-04/30/2021

NSN	Delivery Identification	State
6850-010576427 (SIH)	LUDLOW - LUDLOW JET LINES	MA
INHIBITOR, FUEL SYSTEM ICING		

Requirement SPLC  
148178270

Delivery Address: BUCKEYE PIPELINE COMPANY LUDLOW MA 01056

Service Code	Delivery DODAAC	Ordering Office DODAAC
	SE5POC	

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
BULK:TRUCK	100	6,000	5,000	D			

Delivery Hours: M-F, 0800-1400 CALL 24 HRS. IN ADVANCE

Delivery Notes: REQUIRED ON TRUCK: 20 FT. LONG AND 4 IN. WIDE HOSE AND 4 IN. CAMLOCK FITTING/CONNECTION

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**SECTION A - SOLICITATION/CONTRACT FORM****TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS****B1 SUPPLIES TO BE FURNISHED (BULK) (DLA ENERGY JAN 2012)**

- (a) The minimum and maximum quantities are defined in the contract provision DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT.
- (b) The supplies to be furnished during the contract period and all associated data are as follows:

**B19.03 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DIETHYLENE GLYCOL MONOMETHYL ETHER)**

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

- (1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this contract provision; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the conditions of this contract provision.

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

- (1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this contract provision. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, government body, or other third party independent of the Contractor. For purposes of this contract, the market price is derived from the monthly Large Buyer Clearing Pipeline Delivered price for ethylene in U.S. dollars per pound, and the monthly Large Buyer Net/Net Price for methanol (synthetic) in U.S. dollars per gallon, published in the MONTHLY PETROCHEMICAL & PLASTICS ANALYSIS report by CHEMICAL DATA INC.

(i) **Base market price** means the market price from which economic price adjustments are calculated pursuant to this contract provision, which is **\$2.022807** (\$/GL), effective **September 1, 2018** (date).

- (ii) **Adjusting market price** means the market price for deliveries during the most recent period, computed using the following formula:

$$(5.27 \times \text{Ethylene Market Price Per Pound}) + (2.295 \times (\text{Methanol Market Price Per Gallon}/6.6))$$

**WHERE** DIEGME weighs 8.5 pounds per gallon, and consists of 62% ethylene and 27% methanol, and

(A) **5.27** = pounds of ethylene used to produce a gallon of DIEGME.

(B) **2.295** = pounds of methanol used to produce a gallon of DIEGME.

(C) **6.6** is the **conversion factor** for converting the price of methanol per gallon to the price of methanol per pound.

- (3) **Date of delivery** is defined as the date product is received by the Government.

- (c) **ADJUSTMENTS.**

(1) Subject to the conditions of this contract provision, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.

- (2) **CALCULATIONS.**

(i) All calculations shall be rounded to four decimal places.

(ii) **MONTHLY CONTRACT PAYMENT:** The estimated market prices published each month will be used to calculate adjustments to contract prices applicable to deliveries made in the following month. Estimated market prices are indicated in the MONTHLY PETROCHEMICAL & PLASTICS ANALYSIS report by an "e" after the price and are estimated for the current month of publication only. Prices for preceding months listed in the MONTHLY PETROCHEMICAL & PLASTICS ANALYSIS report are finalized prices, which may show a correction from an estimated price. In the event that a finalized price(s) is published correcting the estimated ethylene and/or methanol market prices and the difference between the adjusting market price

**CONTINUED ON NEXT PAGE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

based on the estimated market prices and the adjusting market price based on the finalized market price(s) for a given month is greater than \$0.005, then the Contractor will calculate payments based on the finalized market price(s). After calculating payments, the Contractor will issue corrected invoices for invoices that were originally paid based on the estimated market prices.

(3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a monthly price adjustment modification effective the first day of each month.

(4) **FAILURE TO DELIVER.** Notwithstanding any other conditions of this contract provision, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 350 percent of the base unit price in any applicable program year (whether a single year or multiyear program), except as provided hereafter.

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

(ii) If an actual increase in the market 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.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event --

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

(ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions,-- the parties shall mutually agree upon an appropriate and comparable substitute and 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.

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

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

**B19.03-1 ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME) FUEL SYSTEM ICING INHIBITOR (FSII) (OCONUS) (DLA ENERGY JAN 2012)**

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

- (1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this contract provision; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the conditions of this contract provision.

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

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Market price** means the price to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this contract provision. The market price is derived from quotes, assessments, or sales prices in the market place for one or several items or commodity groups as reported in a consistent manner in a publication, electronic data base, or other form, as determined by an independent trade association, government body, or other third party independent of the Contractor. For purposes of this contract, a composite market price of the average of the FD (delivered) NWE (Northwest Europe) price for ethylene (Europe), contract prices in U.S. dollars per pound, W-A (weighted average), and the contract price for methanol (Europe) in U.S. cents per gallon, published in the INDEPENDENT CHEMICAL INFORMATION SERVICE weekly report by the ICIS-LOR Group Limited shall be used.

(i) **Base market price** means the market price from which economic price adjustments are calculated pursuant to this contract provision, which is **\$3.543951** (\$/GL), effective **September 1, 2018** (date).

(ii) **Adjusting market price** means the market price for deliveries during the most recent period, computed using the following formula:

**CONTINUED ON NEXT PAGE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

(5.27 X Ethylene Market Price Per Pound) + (2.295 X (Methanol Market Price Per Gallon/6.6))

**WHERE** DIEGME weighs 8.5 pounds per gallon, and consists of 62% ethylene and 27% methanol, and

(A) **5.27** = pounds of ethylene used to produce a gallon of DIEGME.

(B) **2.295** = pounds of methanol used to produce a gallon of DIEGME.

(C) **6.6** is the **conversion factor** for converting the price of methanol per gallon to the price of methanol per pound.

(3) **Date of delivery** is defined as the date product is received by the Government.

(c) **ADJUSTMENTS.**

(1) Subject to the conditions of this contract provision, the price payable shall be the base unit price in effect on the date of delivery increased or decreased by the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, from the base market price.

(2) **CALCULATIONS.**

(i) All calculations shall be rounded to four decimal places.

(ii) **CONTRACT PAYMENT:** Market prices published for the second month in each quarter will be used to calculate adjustments to contract prices applicable to deliveries made in the following quarter. Each quarter is based on a calendar year (i.e., January to March is one quarter, April to June is the second). Prices for ICIS-LOR are downloaded weekly. A simple average of every weekly price in a month shall be used.

(3) **MODIFICATIONS.** Any resultant price changes to the base market price and base unit price shall be executed by the Contracting Officer through a monthly price adjustment modification effective the first day of each month.

(4) **FAILURE TO DELIVER.** Notwithstanding any other conditions of this contract provision, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 350 percent of the base unit price in any applicable program year (whether a single year or multiyear program), except as provided hereafter.

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

(ii) If an actual increase in the market 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.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event --

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

(ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions,-- the parties shall mutually agree upon an appropriate and comparable substitute and 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.

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

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

**SECTION C - SPECIFICATIONS/SOW/SOO/ORD****C QAPS**

See solicitation note #26, above, for information on how to view Section C QAPs. They have also been attached for your convenience.

**QAP C1.02 ASSIST DATABASE OF SPECIFICATIONS (DEC 2016)**

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**SECTION C - SPECIFICATIONS/SOW/SOO/ORD (CONTINUED)**QAP C30 FUEL SYSTEM ICING INHIBITOR (HIGH FLASH) (DEC 2016)QAP C30-1 ADDITIVE, LUBRICITY IMPROVER, DIESEL (LIA) (QUALIFIED PRODUCT) (JUN 2017)QAP C30-2 ADDITIVE, CORROSION INHIBITOR LUBRICITY IMPROVER, CATEGORY 1 (CLA) (QUALIFIED PRODUCT) JUL 2016**SECTION E - INSPECTION AND ACCEPTANCE****52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR****252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****E33.07 MANUFACTURING AND FILLING POINTS (DLA ENERGY MAR 2006)**

The name, complete addresses and telephone number of the manufacturing and filling points for each product to be furnished hereunder are as follows:

PRODUCT	NAME, COMPLETE ADDRESS AND TELEPHONE NUMBER OF MANUFACTURING POINT/FILL POINT
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**E-QAPS**

QAP E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DLA ENERGY SEP 2013)

QAP E12 POINT OF ACCEPTANCE (JUL 2015)

QAP E21.01 POINT OF INSPECTION (BULK/SPR) (DLA ENERGY JUN 2015)

QAP E22 LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (DLA ENERGY APR 2016)

QAP E33.07 E33.07 MANUFACTURING AND FILLING POINTS (DLA ENERGY MAR 2006)

(SEE OFFER SUBMISSION PACKAGE FOR FULL TEXT)

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

QAP E40.2 MATERIAL INSPECTION AND RECEIVING REPORT (MIRR) / WIDE AREA WORK FLOW (WAWF) ENERGY RECEIVING REPORT (ERR) (BULK LUBES/ ADDITIVES) (JUNE 2014)

**SECTION F - DELIVERIES OR PERFORMANCE****THE MILITARY CARGO PREFERENCE ACT OF 1904:**

The Military Cargo Preference Act of 1904 requires that all supplies bought for the Army, Navy, Air Force or Marine Corps must be carried solely (100%) on U.S.-flag vessels except in certain circumstances. If U.S.-flag vessels are not available, there is a procedure in place allowing the conditional use of foreign-flag vessels.

When 100% U.S.-flag service is not available, and a Department of Defense contractor believes they need to use foreign vessel, they must request an exemption from the DOD contracting officer before the movement takes place.

Contractors must give the government plenty of notice before a foreign-flag vessel can be waived into service. Specifically, DFARS 252.247-7023 states that the contractor must submit any request for use of other than U.S.-flag vessels in writing to the

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

contracting officer at least 45 days prior to the sailing date necessary to meet its delivery schedules.

Also, if no U.S.-flag service is available, this does not automatically mean that the contractor can immediately use a foreign-flag vessel for point-to-point delivery. The regulations require that a combination of U.S.-flag and foreign-flag vessels (in a transshipment) be used next. The last priority would be all foreign-flag service. All foreign-flag service is only an option if all U.S. or U.S.-flag / foreign-flag combination service does not exist.

The Maritime Administration's (MARAD) role in this process is to provide confirmation of U.S.-flag availability (for either all U.S.-flag service, or combination U.S.-flag/foreign flag service) and based offer concurrence or non-concurrence. In early August of this year, MARAD was approached to offer concurrence on a last minute request to allow foreign flag service to move ISO containers to Qatar for DOW. As this was viewed as a critical mission shipment, MARAD offered our concurrence with the understanding that DOW would make all efforts to utilize U.S.-flag or combination service for future shipments. As combination service is available and based on our earlier understanding from two months ago that DOW would work with the carriers to use that service, MARAD is not in a position to change our statement of availability.

Please note that the DOD contracting officer is the only entity authorized to allow the use of foreign-flag vessels for military cargo. You will need to address this issue with DLA.

**UNITED ARAB EMIRATES EMBARGO OF QATAR:**

Due to the current Qatar embargo issued by Gulf Cooperation Council (GCC) countries, the United Arab Emirates (UAE) issued a Notice to Mariner(s) stating that UAE ports will not allow ships to load any cargo from UAE destined for Qatar. The UAE Ministry of Foreign Affairs and International Cooperation (MOFIC) has declined to issue written assurance that the Notice to Mariner(s) is not applicable to U.S. DOD cargo destined for Qatar. Therefore, all FSII bid line proposals with shipping points or utilizing supply points in UAE will NOT be evaluated to Qatar.

Offerors submitting FSII bid lines with shipping points or utilizing supply points located in nations who are participating in the Qatar Embargo (other than UAE) or are otherwise imposing additional restrictions on shipping product to Qatar must provide documentation from cognizant port authority or management verifying the ability to provide product for delivery to Qatar. If sufficient documentation is not submitted, the bid lines will not be evaluated to Qatar. As of the date of this synopsis, the following countries, in addition to the UAE, have publically cut diplomatic ties with Qatar and/or are participating in the embargo: Bahrain, Comoros, Egypt, Maldives, Mauritania, Saudi Arabia, Senegal, and Yemen. Please note that this list is neither exhaustive nor authoritative, and offerors are responsible for notifying DLA Energy whether the nations in which their shipping points or supply points are located are participating in the embargo or have some other similar restriction on shipping product to Qatar.

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

As prescribed in [11.703\(a\)](#), insert the following clause:

(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.

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

(b) The permissible variation shall be limited to:

10 Percent increase [Contracting Officer insert percentage]

10 Percent decrease [Contracting Officer insert percentage]

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

(End of clause)

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR****F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS**

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** contract text.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** contract text, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

order, except for--

- (i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;
- (ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:
  - (A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;
  - or
  - (B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;
- (iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and
- (iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

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

(6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility--

- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.

- (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)****F1.09 DETERMINATION OF QUANTITY (DLA ENERGY)(AUG 2015)****F1.09 Determination of Quantity (DLA Energy AUG 2015)**

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

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

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

Shipping/shore tank measurement.

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

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

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

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

F.o.b. destination.

Deliveries by tanker or barge.

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

Deliveries by pipeline.

On items requiring delivery by pipeline on an f.o.b. pipeline junction or f.o.b. destination basis, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the pipeline junction or the receiving tank system; or receiving tank measurements.

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

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

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

Deliveries by rail tank car.

On items requiring delivery on an f.o.b. destination basis by rail tank car, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of calibrated meter on the receiving tank system; or weight, using calibrated scales at the receiving location; or certified capacity table for the rail tank car; or receiving tank measurements.

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

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

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

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

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

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

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

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

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

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

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

Water bottoms.

Every delivery must be free of all water bottoms prior to discharge; and

The Contractor is responsible for their removal and disposal.

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

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

API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

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

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

0.723 - 0.768 3.78286 0.26435

0.769 - 0.779 3.78309 0.26433

0.780 - 0.798 3.78334 0.26432

0.799 - 0.859 3.78356 0.26430

0.860 - 0.964 3.78381 0.26428

0.965 - 1.074 3.78405 0.26427

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

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

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

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

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

**F1.09-5 DETERMINATION OF QUANTITY (FSII) (DLA ENERGY MAR 1998)**

(a) **QUANTITY.** The quantity of Fuel System Icing Inhibitor (FSII), DIEGME, furnished under this contract shall be determined in the loading point by calibrated scales or a calibrated loading rack meter.

(1) This quantity must be mechanically imprinted on the loading ticket that is generated by the calibrated scales or by the loading rack meter.

(2) The conveyance must be sealed at origin and the seal numbers must appear on the loading ticket.

(3) The Government reserves the right to determine quantity at destination by using a calibrated scale at the receiving activity or by using a calibrated meter on the receiving tank system.

(4) The Contractor and the Government have the right to witness the measurement of quantity.

(b) **VOLUME CORRECTION.** The volume of all bulk shipments of FSII shall be corrected to volume at 60°F (or 15°C) in accordance with the following procedure:

(1) Determine the apparent volume and temperature (0.5°F or 0.25°C) using the appropriate standards (see (d) below).

(2) Subtract from the observed temperature of the product either 60°F or 15°C as appropriate.

(3) For diethylene glycol monomethyl ether (DIEGME), multiply the result by 0.00051 for degrees Fahrenheit or 0.00091 for degrees Celsius. Round the resultant number to four decimal places.

(4) Add the figure obtained in subparagraph (3) above to 1.0000.

(5) Divide the apparent volume of FSII as determined in subparagraph (1) above by the result of subparagraph (4). Round the number so obtained to the nearest gallon or liter.

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

(c) **CONVERTING WEIGHT TO VOLUME AT 60 F (or 15 C).** When weight in air is used as the basis for quantity determination, the conversion factors below corresponding to the observed specific gravity at 20°C/20°C shall be multiplied by the weight to determine the volume in gallons at 60°F (or in liters at 15°C):

<b>SPECIFIC GRAVITY 20°/20° of DIGME</b>	<b>To obtains liters at 15 °C multiply weight in kg by:</b>	<b>To obtain gallons at 60 °F multiply weight in kg by:</b>	<b>To obtain gallons at 60 °F multiply weight in pounds by:</b>
1.020	0.9786	0.2585	0.1173
1.021	0.9776	0.2583	0.1171
1.022	0.9767	0.2580	0.1170
1.023	0.9757	0.2577	0.1169
1.024	0.9748	0.2575	0.1168
1.025	0.9738	0.2573	0.1167

(d) **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. All meters used in determining product volume shall be calibrated using API MPMS, Chapter 4, Proving Systems, 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 6 months, whichever is more frequent.

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

(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

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

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.

**F3.02 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (BULK/LUBES) (DLA ENERGY JUN 1996)**

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence at the time the discharge hose is connected to fill pipe at the delivery point specified and will end when discharge is completed. For items involving multiple drops, time between drops will not be included in free time. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required. Rate for detention shall be comparable to regulated tariffs governing the local area of receiving activity.

SHIPPING POINT	FREE TIME FOR UNLOADING TRANSPORT TRUCK OR TRUCK AND TRAILER (in hours)	RATE FOR DETENTION BEYOND THE FREE TIME (in dollars per hour)

(a) The above will not be considered in the evaluation of offers for award, except that free time of less than one hour or detention rates not comparable to regulated tariffs may render an offer unacceptable/bid nonresponsive. **UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.**

(b) DETENTION COSTS. Any invoices for detention costs will be forwarded directly to the Contracting Officer.

**F4 DELIVERY AND ORDERING PERIODS (DLA ENERGY JUN 2002)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins:     Date of award     and ends:     April 30, 2021    .

(2) Delivery period begins:     May 1, 2019     and ends:     30 days after end of ordering period and 90 days after end of ordering period for OCONUS locations    .

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made 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).

**F14 SHIPMENT AND ROUTING (DLA ENERGY MAR 2003)**

(a) The Contractor shall make shipments of the supplies called for by this contract, or ordered hereunder, if this is an indefinite delivery contract, 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

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

be at Government's option. Government-furnished transportation equipment that 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 and by wire (Government rate collect) to Military Traffic Management Command, Deployment Support Command, ATTN: Rail Fleet Manager Building 664, Sheppard Place, Room 337, Fort Eustis, VA 23604. Any shortage or overage of tank cars shall be similarly reported.
- (3) **Pipeline, Transport Trucks, Trucks and Trailers, and Tank Wagons.** Report to the Quality Representative and to carrier's general office, or to home base or station, of such equipment.
- (4) If the supplies are for the Defense Logistics Agency Energy (DLA Energy), also report in each case above to the Defense Energy Region having jurisdiction over the territory in which shipment originates.
- (c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--
  - (1) Unless otherwise directed by the Defense Energy Region placing orders, the Contractor shall create shipments for supplies using USBank's Powertrack, with software and training to be provided by USBank.
  - (2) The Contractor shall comply with transportation and routing instructions furnished by the Defense Energy Region. Such instructions will include carrier names, routes, route order numbers, and other pertinent shipment information. The Contractor shall be responsible for the scheduling of commercial transport trucks to its plant in accordance with such routing instructions and consonant with the applicable order. All charges due to Contractor caused delays at the loading facility, including improper equipment scheduling, will be the responsibility of the Contractor.
  - (3) **Motor Carrier Performance Reporting.** For f.o.b. origin truck deliveries, the Contractor shall maintain a daily written log of motor carrier performance to include: carrier, destination, number of trucks ordered, number of trucks furnished, and deficiencies. On the last business day of each calendar month, the Contractor shall forward a copy of the daily written logs to the DLA Energy Americas office having oversight of the motor carrier contract.
  - (4) On f.o.b. destination items involving multiple car or truck load shipments, the Contractor shall assign one shipment number for shipments of Petroleum made on the same day, to the same destination, against the same contract line item.
  - (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 prepaid telegraphic notice that 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 (where sea suction and overboard discharge valves exist), 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.
  - (f) (1) If Government-owned or leased tank cars are furnished, the Contractor will maintain records showing each day a car is received or forwarded by car number and will furnish this information to the Defense Energy Regional Office upon receipt.
    - (2) Bottom outlet gaskets and manway cover gaskets, when required due to deterioration or loss, shall be furnished and applied to tank cars by the Contractor.
    - (3) The Contractor shall (i) inspect empty Government-owned tank cars located on the Contractor's premises and (ii) ship tank cars located on the Contractor's premises to repair facilities as directed by the Government.
  - (g) Placards, as required by 49 CFR 172.506 and 49 CFR 172-508, shall be furnished and affixed to all tank cars and tank trucks by the Contractor unless placards are already affixed.
  - (h) The Contractor shall inspect all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified Contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver. The tank truck operator/driver may be permitted to physically load the tank truck; however, the loading operation must be under the surveillance and direction of Contractor personnel.

**F42 ORDERS/DELIVERY TIME (LUBES/FSII) (DLA ENERGY MAR 2000)**

Orders issued under this contract may be oral, but must be confirmed in writing within one day of issuance.

- (a) For CONUS, delivery of product shall be completed by the date specified in the delivery order or 10 calendar days after the order is received, whichever is later.
- (b) For OCONUS, f.o.b. destination deliveries, not including Jebel Ali, UAE, or Sitra, Bahrain, delivery of product shall be completed by the date specified in the delivery order or 30 calendar days after the order is received, whichever is later.
- (c) For Jebel Ali, UAE, and Sitra, Bahrain, delivery of product shall be completed by the date specified in the delivery order or six weeks after the order is received, whichever is later.

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)****F52.01 TANKER STANDARDS AND REQUIREMENTS (DLA ENERGY SEP 1995)****F52.01 TANKER STANDARDS AND REQUIREMENTS (DLA ENERGY SEP 1995)**

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

(1) U.S.-flag tankers will hold and comply with the requirements of a current Certificate of Inspection (COI) from the U.S. Coast Guard and be in compliance with all requirements of Safety of Life at Sea (SOLAS) and International Convention for the Prevention of Pollution for Ships (MARPOL 73/78).

(2) In the event of a voyage charter, a non-U.S.-flag tanker will comply with SOLAS and MARPOL 73/78.

(3) Tankers on long term charter to the U.S. Government will be equipped with an Inert Gas System (IGS), which will be maintained in good working order. The U.S. Government will make best efforts to ensure voyage chartered tankers are equipped with IGS when required by the terminal or port authority and shall maintain and operate same in good working order.

(4) All tankers will carry on board and will be guided by the requirements of the latest edition of the Oil Companies International Marine Forum (OCIMF) and International Safety Guide for Oil Tankers and Terminals (ISGOTT).

(5) All tankers will be equipped with tank level measuring devices in each cargo tank.

(6) All tankers will be capable of vapor recovery, which includes closed loading, gauging, and sampling where required by port regulations.

(7) All tankers shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or places the tanker may be ordered.

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

**F54 TANKER UNLOADING CONDITIONS (DLA ENERGY AUG 2007)**

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

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

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

(1) The requirements of the Cargo Preference Act are applicable. If a U.S.-flag vessel is not available, the Contractor must request a waiver. The request must contain statements from at least two U.S.-flag carriers contacted (with names and telephone numbers). Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose;

(2) Questionnaire 88 with full vessel particulars; and

(3) Vessel's prior two cargoes carried.

The Contractor will notify, or cause to be notified, the ordering activity of the vessel's status from time of nomination through completion of discharge operations.

Direct pre-arrival notifications to the receiving terminal shall be made in accordance with port, state and regulatory requirements at least 72 hours before the time of arrival.

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

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

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

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

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**SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)**

- (g) Hoses for unloading a tanker will be furnished, connected, and disconnected by the Government.
- (h) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the tanker's permanent hose connections.
- (i) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships.

**F54 TANKER UNLOADING CONDITIONS (DLA ENERGY AUG 2007)**

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

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

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

- (1) The requirements of the Cargo Preference Act are applicable. If a U.S.-flag vessel is not available, the Contractor must request a waiver. The request must contain statements from at least two U.S.-flag carriers contacted (with names and telephone numbers). Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose;
- (2) Questionnaire 88 with full vessel particulars; and
- (3) Vessel's prior two cargoes carried.

The Contractor will notify, or cause to be notified, the ordering activity of the vessel's status from time of nomination through completion of discharge operations.

Direct pre-arrival notifications to the receiving terminal shall be made in accordance with port, state and regulatory requirements and at least 72 hours before the time of arrival.

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

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

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

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

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

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

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

**SECTION G - CONTRACT ADMINISTRATION DATA****G3 INVOICE NUMBERING REQUIREMENTS (DLA ENERGY AUG 1998)**

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

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

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

(a) In the event of a discrepancy between the invoiced quantity of fuel and the quantity of fuel received, as shown on the "Original Receiving Report for Payment of Invoice" form, as described in the SUBMISSION OF INVOICES FOR PAYMENT - COMMERCIAL ITEMS (BULK) contract provision, the Contractor shall be paid for actual quantities of fuel received, based on the "Original Receiving Report for Payment of Invoice" form, at the applicable price in effect in accordance with the terms of the contract.

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

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DLA ENERGY JUL 2007)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK:  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK:  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK:

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES:  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME:  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS:  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE:  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

OR

(c) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

**(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME:  
(DO NOT EXCEED 25 CHARACTERS)

TITLE:  
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER:  
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: \_\_\_\_\_

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this provision must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

**(h) NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this provision shall control.

**G9.07-5 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - FEDERAL RESERVE WIRE TRANSFER SYSTEM**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

(b) Any change by the Contractor in the designation of the bank account to receive electronic transfer of funds in accordance with this contract text must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(c) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

**COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)**

RECIPIENT'S NAME:

(DO NOT EXCEED 25 CHARACTERS)

ORIGINATOR ABA: 044036205 (DLA ENERGY fill-in)

CONTRACT NUMBER: \_\_\_\_\_ (DLA ENERGY fill-in)

RECIPIENT'S CAGE CODE: \_\_\_\_\_

 CHECKING TYPE 22 SAVINGS TYPE 32

RECIPIENT'S DUNS NUMBER: \_\_\_\_\_

BENEFICIARY'S BANK NAME:

(DO NOT EXCEED 29 CHARACTERS)

BENEFICIARY'S BANK ADDRESS:

(DO NOT EXCEED 25 CHARACTERS)

(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: \_\_\_\_\_

BENEFICIARY'S BANK SWIFT NUMBER:

(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: \_\_\_\_\_

BENEFICIARY'S BANK SORT CODE: \_\_\_\_\_ (FOR BANKS IN THE UNITED KINGDOM ONLY)

(6 CHARACTERS ONLY)

**(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME

(DO NOT EXCEED 25 CHARACTERS)

TITLE

(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER

(DO NOT EXCEED 25 CHARACTERS)

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

SIGNATURE \_\_\_\_\_

(e) Notwithstanding any other provision of the contract, the requirements of this contract text shall control.

**G21 DESIGNATION OF PROPERTY ADMINISTRATOR (DLA ENERGY MAY 2009)**

The Property Administrator for product handled under the terms of the contract will be designated by the Director, Defense Logistics Agency Energy (DLA Energy).

**G22 DESIGNATION OF THE DEFENSE FUEL REGION (DLA ENERGY JUL 1997)**

(a) The Defense Fuel Region to which reference is made herein is the--

- For MIDDLE EAST Locations:

DLA Energy Middle East  
ATTN: Quality Manager  
PSC 851, Box 180  
FPO AP 09834-2800  
Phone: 973-17-85-6493  
FAX: 973-17-85-4650  
[Location: Bahrain]

- For EUROPE Locations:

DLA Energy Petroleum Lab  
ATTN: Quality Manager  
Bldg. 320, Rhine Ordnance Barracks  
Am Opelkreisel  
67663 Kaiserslautern, Germany

- For CONTINENTAL US (CONUS);

DLA Energy Americas East  
ATTN: Quality Manager  
Federal Building, Room 1005  
2320 LaBranch Street  
Houston, TX 77004-1091  
Phone: (713) 718-3883, ext. 162/161/160  
FAX: (713) 718-3891

DLA Energy Americas West  
ATTN: Quality Manager  
3171 N Gaffey Street  
San Pedro, CA 90731-1099  
Phone: (310) 241-2806/2807  
FAX: (310) 241-2836

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

(b) The Defense Fuel Office to which reference is made herein is the --

Please contact the DLA Energy Bulk Petroleum Business Unit Products Contracting Office at 571-767- 8457 to obtain details as needed.

(c) The Commander of the Defense Fuel Region or his designee, appointed above, is the authorized representative of the Commander, Defense Logistics Agency Energy (DLA Energy).

**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.

(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 provisions of this provision 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

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**SECTION G - CONTRACT ADMINISTRATION DATA (CONTINUED)**

this provision 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 provision, 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 provisions 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 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.

**SECTION I - CONTRACT CLAUSES****52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)**

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_ (to the extent known)

(a) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(b) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(c) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS****52.203-3 GRATUITIES (APR 1984) FAR****52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR****52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR****52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) FAR****52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR****CONTINUED ON NEXT PAGE**

**SECTION I - CONTRACT CLAUSES (CONTINUED)****52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR****52.204-22 ALTERNATE LINE ITEM PROPOSAL (JAN 2017) FAR****52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) FAR**

As prescribed in 4.2004, insert the following clause:

(a) *Definitions.* As used in this clause --*Covered article* means any hardware, software, or service that --

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means --

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from --

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.* (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

- (i) Within 1 business day 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 (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) 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 article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS****252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS****252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR**

**52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (MAY 2014) FAR**

**52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) FAR**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS**

**252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016) DFARS**

As prescribed in 211.275-3, use the following clause:

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that --

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at [http://www.acq.osd.mil/log/sci/RFID\\_ship-to\\_locations.html](http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html) or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall --

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located in the DoD Suppliers' Passive RFID Information Guide at <http://www.acq.osd.mil/log/sci/ait.html>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

**52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) FAR**

As prescribed in 9.308-2(a) and (b), insert the following clause:

[Contracting Officer shall insert details]

(a) The Contractor shall deliver &ZF\_209\_04\_01& unit(s) of Lot/Item &ZF\_209\_04\_02& within &ZF\_209\_04\_03& calendar days from the date of this contract to the Government at &ZF\_209\_04\_04& [insert name and address of the testing facility] for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within &ZF\_209\_04\_05& calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(End of clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (AUG 2018) FAR**

As prescribed in 12.301(b)(4), insert the following clause:

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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 items:

**[Contracting Officer check as appropriate].** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

 (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

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

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

 (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note). (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) Reserved.

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

 (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). (ii) Alternate I (Jan 2011) of 52.219-4.

(13) Reserved

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

 (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

 (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)). (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (Nov 2016) of 52.219-9.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).
- (47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.

**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

**X** (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

**X** (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer --Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

**X** (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

Contracting Officer check as appropriate.

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards --Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment --Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services --Requirements (May 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

course of business or pursuant to a provision of law.

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

(x) 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.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

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

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

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

(End of clause)

**52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR****52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 MAY 2019** through **30 APRIL 2021**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-21 REQUIREMENTS (OCT 1995) FAR**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 MAY 2019. .

(End of Clause)

**52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) FAR****52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR**

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

**52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUN 2003), ALT II (MAR 2004) FAR****52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015) FAR****52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR****52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR**

\*\*\*\*

(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 "None")	Identification No.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Material (If none, insert "None")	Identification No.

\*\*\*\*

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR****252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

\*\*\* \*

(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

\*\*\*\*

**52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000) FAR****52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR****52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR****52.229-6 TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013) FAR****52.232-17 INTEREST (MAY 2014) FAR****52.232-25 PROMPT PAYMENT (JAN 2017) FAR****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS**

As prescribed in 232.7004(b), use the following clause:

(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.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

**Invoice and Receiving Report (Combo)**

*(Contracting Officer: Insert applicable document type(s).*

*Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**To Be Determined at time of award.**

*(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")*

(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\*

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

*(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Not Applicable**

*(Contracting Officer: Insert applicable email addresses or "Not applicable.")*

(g) *WAWF point of contact.*

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

**DESC-BTechTeam@dla.mil**

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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997) DFARS**

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

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR**

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

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

**252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS**

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2018) FAR**

**52.245-9 USE AND CHARGES (APR 2012) FAR**

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**SECTION I - CONTRACT CLAUSES (CONTINUED)****52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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 address: <https://acquisition.gov>.

**CLAUSES INCORPORATED BY REFERENCE:**

**52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016) FAR**

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR**

**52.232-1 PAYMENTS (APR 1984) FAR**

**52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR**

**52.232-11 EXTRAS (APR 1984) FAR**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR**

**52.233-1 DISPUTES (MAY 2014) 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**

**52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR**

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

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

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017) DFARS**

**252.225-7021 TRADE AGREEMENTS-BASIC (DEC 2017)**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS**

**252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS**

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

**11.01 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 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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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.

**111.01-2 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.

(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.

**1102.02 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PAYROLL TAX ADJUSTMENT**

(a) The Contractor warrants that the prices set forth in this contract do not include any contingency allowance for increased costs for which adjustment is provided by this contract text.

(b) When payroll taxes that are applicable to this contract by law (i.e., Workmen's Compensation, Federal Unemployment Insurance (FUI), State Unemployment Insurance (SUI), and Federal Insurance Compensation (FICA) rates) are revised or imposed after award, increasing or decreasing the Contractor's costs under this contract, the contract price or contract unit price will be adjusted to reflect the changes. This adjustment shall be limited to increases or decreases in payroll taxes and shall not include any amount for general and administrative cost, overhead, or profit.

(c) The Contractor shall notify the Contracting Officer of any increases or decreases claimed under this contract text within 30 days after the effective date of the change in payroll taxes, unless this period is extended by the Contracting Officer in writing. In the case of any decrease in payroll taxes, if a Contractor fails to promptly notify the Contracting Officer, the Government retains the right to submit a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any other relevant data in support thereof that may reasonably be required by the Contracting Officer. Upon agreement of the parties, the contract price shall be modified in writing. Pending agreement on or determination of any such adjustment and its effective date, the Contractor shall continue performance.

(d) The Contracting Officer or his authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

**128.01 FEDERAL, STATE, AND LOCAL TAXES (DLA ENERGY NOV 2011) (DEVIATION)**

(a) As used in this contract text--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means --

- (i) **Commonwealths.** Puerto Rico and the Northern Mariana Islands;
- (ii) **Territories.** American Samoa, Guam, and the U.S. Virgin Islands; and
- (iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES or FEDERAL, STATE, AND LOCAL TAXES AND FEES contract text.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

**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 furnished under this contract, the U.S. Government shall be responsible for paying or claiming exemption from such taxes or duties, as appropriate.

**28.03-1 TAX EXEMPTION CERTIFICATES (DLA ENERGY AUG 2003)**

(a) **FEDERAL AND STATE EXCISE TAXES.** Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) or State excise tax to the Contracting Officer or Ordering Officer.

(b) **STATE TAXES OTHER THAN EXCISE TAXES, LOCAL TAXES, AND ENVIRONMENTAL TAXES AND FEES.** Contractors shall forward requests for tax exemption certificates covering any State taxes other than excise taxes to the Contracting Officer or Ordering Officer. Examples of such taxes include local taxes, environmental taxes and inspection fees.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

**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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Contractor's consent.

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

**I86.05 DELIVERY-ORDER LIMITATIONS (LUBES) (DLA ENERGY JAN 2012)**

(a) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount less than the minimum quantity applicable to the method of delivery called for by the items(s) as specified in the contract schedule, the Government shall not be obligated to purchase, nor the Contractor obligated to furnish, any supplies or services under this contract.

(b) **MAXIMUM ORDER.** The Contractor shall not be obligated to honor, except at its option, an order that exceeds the maximum quantity applicable to the method of delivery called for by the line item, as specified in the Schedule of this contract; provided, however, if this contract does not specify a maximum order quantity in the Schedule, then the Contractor shall not be obligated to honor, except at its option, any order which exceeds the total quantity of any one Item Number designated in the Schedule; however, the maximum quantity which may be ordered and which the Contractor may honor is the quantity set forth in paragraph (c) of the SCOPE OF CONTRACT provision.

(c) Notwithstanding the foregoing, the Contractor shall not honor any order that exceeds the maximum order limitation set forth above or any order, which in the aggregate with previous orders, exceeds the maximum order limitation set forth above. If the maximum order limitations are exceeded, the order or orders that exceed the maximum limitations shall be returned to the issuing office within 10 days from the date of issue thereof, together with written notice of intent not to make shipment of the items called for and the reasons therefore.

**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 90 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.

**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.

**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

File Name	Description
ATTACH_DLA_ENGERY_FORM_19_3_SMALL_BUSINESS_SUBCONTRACTING_PLAN__ATTACHMENT_1	SECTION A - PLANN
ATTACH_C_QAPS_and_E_QAPS__ATTACHMENT_2	SECTION A - PLANN
ATTACH_OFFER_SUBMISSION_SHEET__ATTACHMENT_3	SECTION A - PLANN
ATTACH_TABLE_IV_ADDI	SECTION A - PLANN

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**SECTION J - LIST OF ATTACHMENTS (CONTINUED)**

File Name	Description
TION_TO_QAP_E1__ATT ACHMENT_4	
ATTACH_OSP_SUBMISSI ON_PACKAGE	OSP SUBMISSION PACKAGE.pdf

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS****52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR**

As prescribed in [3.103-1](#), insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

(a) The offeror certifies that.

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to.

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory.

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR**

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)****52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR****52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR****52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) FAR**

As prescribed in [4.1804\(b\)](#), use the following provision:

(a) Definitions. As used in this provision -

“Commercial and Government Entity (CAGE) code” means -

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

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity?:  Yes or  No.

(d) If the Offeror indicates “yes” in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of provision)

**52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR**

As prescribed in [4.1804\(d\)](#), insert the following provision:

(a) Definitions. As used in this provision -

“Commercial and Government Entity (CAGE) code” means -

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

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:

Predecessor legal name:

(Do not use a “doing business as” name)

(End of provision)

**52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (NOV 2015) FAR**

As prescribed in [9.108-5\(a\)](#), insert the following provision:

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) *Representation.* The Offeror represents that-

- (1) It  is,  is not an inverted domestic corporation; and
- (2) It  is,  is not a subsidiary of an inverted domestic corporation.

(End of provision)

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015) FAR**

As prescribed in [9.104-7\(a\)](#), insert the following provision:

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not  within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have  have not  within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR**

(a) Definitions. As used in this provision -

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g.,

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means -

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in -
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) FAR**

As prescribed in 9.104-7(d), insert the following provision:

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that --

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (AUG 2018) FAR**

As prescribed in 12.301(b)(2), insert the following provision:

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except --

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern” --

- (1) Means a small business concern --

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that --

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned --

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications --Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs .

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that --

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that --

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American --Free Trade Agreements --Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American --Free Trade Agreements --Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements -Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin



**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements --Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

Line Item No.	Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that --

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that --

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies --

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

**CONTINUED ON NEXT PAGE**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that --

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror --

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if --

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#)) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that --

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:..

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(End of provision)

**52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) FAR****52.225-18 PLACE OF MANUFACTURE (MAR 2015) FAR**

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except --

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly --

**(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or**

**(2)  Outside the United States.**

(End of provision)

**252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS**

Include the attached provision in all solicitations that will use funds appropriated by the Department of Defense Appropriations Act, 2014 and by the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Pub. L. 113-76, Divisions C and J), including solicitations for the acquisition of commercial items under FAR part 12.

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that --

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that --

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is  is not  a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS****K5 USE OF ELECTRONIC DATA INTERCHANGE (DLA ENERGY MAR 2009)**

(a) DEFINITIONS.

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Logistics Agency Energy (DLA Energy) may utilize EDI for certain documents in contracts awarded under this solicitation. DLA Energy has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DLA Energy and the Contractor will enter into a TPA.

(c)  A check in this block indicates that the Contractor has already entered into a TPA with DLA Energy.

(d) Upon submission of the following data, DLA Energy will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07      Company Qualifier      \_\_\_\_\_

ISA08      Company Value      \_\_\_\_\_

GS03      Company Value      \_\_\_\_\_

(7) Please identify:

Element Separator: \_\_\_\_\_

Subelement Separator: \_\_\_\_\_

Segment Terminator: \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DLA Energy. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DLA Energy.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

transmit and receive data electronically under the framework of the TPA.

- (3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.
- (4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DLA Energy.
- (5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DLA ENERGY JAN 2012)**

- (a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the contract program in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

**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.).

**K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

NAME TITLE PHONE NUMBER E-MAIL ADDRESS

**K28 REFINERY INFORMATION (BULK) (DLA ENERGY JUN 1986)**

Offerors are required to submit the following information on each item offered. Dealers should indicate the producing company and manufacturing point of the product on which they are offering. All such information shall be received by the Defense Logistics Agency Energy (DLA Energy) at time of initial offer.

**COMPLETE ADDRESS (INCLUDING NAME OF REFINERY/SHIPPING POINT, STREET ADDRESS, CITY, COUNTY, STATE AND ZIP CODE, TELEPHONE NO., AND NO. OF EMPLOYEES AT EACH SHIPPING POINT):**

Name of Refinery/Shipping Point:

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)**

Street Address:

City:

County:

State:

Zip:

Telephone:

Number of Employees:

**K86 FOREIGN TAXES (DLA ENERGY NOV 2014)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause 52.229-6, unless the contract provides otherwise, the contract price must include all applicable foreign taxes, duties, fees, or foreign government-levied charges ("taxes and duties"). In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause 52.229-6, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes and duties included in the price. If, when permitted by the contract, foreign taxes and duties are not included in the offered price, but are expected to be invoiced separately, the offeror shall list the specific name and amount of these foreign taxes and duties in paragraph (b) below.

(a) Foreign taxes and duties included in the contract price are as follows:

NAME OF TAX, DUTY, FEE, OR FOREIGN GOVERNMENT-LEVIED CHARGE AMOUNT

(b) Foreign taxes and duties invoiced separately are as follows:

NAME OF TAX, DUTY, FEE, OR FOREIGN GOVERNMENT-LEVIED CHARGE AMOUNT

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)****K150 WIDE AREA WORKFLOW (WAWF) SUPPLEMENTAL INVOICE SUBMISSION (DLA ENERGY MAY 2014)**

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

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

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

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

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS****52.212-1 INSTRUCTIONS TO OFFERORS --COMMERCIAL ITEMS (AUG 2018)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

(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 subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(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.

(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 --

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

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/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179,

Facsimile (215) 697-1462.

(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 exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](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) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(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

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

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 items, the make and model of the item to be delivered by the successful offeror.

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

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

**52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR****52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) FAR****52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **Firm-Fixed price with Economic Price Adjustment (EPA), for FSII, Firm Fixed Price for CLA and LIA** contract resulting from this solicitation.

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR****52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR****52.233-2 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly 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 Defense Logistics Agency Energy, 8725 Kingman Road, Ft. Belvoir, VA 22060. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(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 Clause)

**52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD**

(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 Federal Acquisition Regulation (FAR) clause 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 with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

**c) The offeror should check here to opt out of this clause:**

Alternate wording may be negotiated with the contracting officer.

**252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS****252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS**

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)****L1.02 PROPOSAL ACCEPTANCE PERIOD (DLA ENERGY NOV 1991)**

- (a) **Acceptance period**, as used in this contract text, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (b) This contract text supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of \_\_\_\_ calendar days.
- (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

**L06 AGENCY PROTESTS (DEC 2016)****L2.07 EVIDENCE OF RESPONSIBILITY (DLA ENERGY JAN 1998)**

- (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 shall submit evidence of a supply commitment from such source(s) when submitting its offer under this solicitation. Evidence of supply commitments must extend to the subcontracting level at which the product is produced.
- (c) Such evidence may be in the form of a signed copy of the contract between the offeror and its supplier or in the form of a contingency letter from the supplier or other satisfactory documentation. In any event, such evidence of agreement shall clearly identify--
- (1) The volumes to be supplied;
  - (2) The specification(s) of product(s) to be supplied;
  - (3) The points of delivery and period of contract performance;
  - (4) The escalation provision(s) applicable to products to be supplied; and
  - (5) The supplier's delivery and inspection terms and conditions.
- (d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply must include the documentation set forth in (c) above.
- (e) Failure to comply with the above provisions may result in a determination of nonresponsibility by the Contracting Officer.

**L2.09 EVIDENCE OF RESPONSIBILITY (OPERATING CRITERIA) (DLA ENERGY FEB 2018)**

- a) To be determined responsible, an offeror may be required to designate, as a source of supply for performance under any resulting contract, a refinery that is operating at the time the offeror submits its Interim Proposal Revision. An operating refinery is a refinery that is producing petroleum products. For purposes of this contract provision, a petroleum product is a fuel used to operate motor vehicles, ships or aircraft.
- (b) The evidence of responsibility required by this provision is in addition to the responsibility criteria set forth in FAR 9.104.

**L11 SMALL BUSINESS PROGRAM REPRESENTATIONS (AUG 2017)**

- (1) In order to facilitate the use of electronic commerce/electronic data interchange while fulfilling the requirements of the small business program, the Government provides certain socioeconomic information in a coded format rather than a fill-in. Electronic commerce/electronic data interchange (EC/EDI) transactions are often reformatted in transmission. Using these codes prevents misinterpretations within the system and increases accuracy in socioeconomic program reporting.
- (2) To reflect the representations and certifications contained in Federal Acquisition Regulation (FAR) 52.219-1, Small Business Program Representations, the offeror represents and certifies as a part of its offer that it is a \_\_\_\_ business type as defined in FAR 52.219-1. The offeror shall select the one alpha code from the following listing that represents the offeror's business type. The offeror's recording of its business type in this procurement note by means of an alpha code replaces the marking of the appropriate boxes in FAR 52.219-1(b). Penalties for misrepresentation of business status apply (see FAR 52.219-1, paragraph (d)(2)).

Code B = Small Business. Enter code B if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (a).

Code M = Small Disadvantaged Business. Enter code M if your firm is a small disadvantaged business concern, as defined in FAR 52.219-1,

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**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)**

paragraph (a).

Code U = Woman-Owned Small Disadvantaged Business. Enter code U if your firm is a woman-owned business, as defined in FAR 52.219-1, paragraph (a), and a small disadvantaged business, as defined in FAR 52.219-1, paragraph (a).

Code W = Woman-Owned Small Business. Enter Code W if your firm is a woman-owned small business, as defined in FAR 52.219-1, paragraph (a).

**L2.11-4 E-MAIL PROPOSALS (DLA ENERGY OCT 2010)**

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: [BulkFuelsBidCustodian@dla.mil](mailto:BulkFuelsBidCustodian@dla.mil).

(2) The DLA Energy accepts attachments in --

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain offeror's signature included in the attachment to the e-mail communication.

(d) Attachments that are not in .pdf file format must be sent password protected for "read only" to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 10 MB. DLA Energy's mail server will reject messages larger than 10 MB.

(f) The DLA Energy e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as "Analysts" or using "3Xs" as placeholders in a document are found in the filter's adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

**L54 SITE VISIT (DLA ENERGY OCT1992)**

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award

**SECTION M - EVALUATION FACTORS FOR AWARD****52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer 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 Government will evaluate each offeror based upon the offeror's compliance with the solicitation requirements. The offeror's proposal is the sole basis on which the Government will evaluate the merits of what is proposed.

The following sub factors are equal in importance:

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

## SUBFACTOR

1. Supplies or Services and Prices/Costs, Section B
2. Description/Specifications/Statement of Work, Section C
3. Inspection and Acceptance, Section E
4. Deliveries or Performance, Section F

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

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

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

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

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

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

Likewise, a rating may be made "Acceptable" if an offeror corrects, or the Government accepts by reason of exception, any subfactors previously rated "Unacceptable" by the Government. The Contract Team is responsible for addressing "Unacceptable" ratings, questions, clarifications, and/or comments posed by the Government and relative to each offeror's proposal, during negotiations. All offerors will have an opportunity to make revisions to submitted proposals during negotiations with each offeror and to submit a final proposal revision unless the offeror should choose to withdraw before the time final proposal revisions are required.

## FACTOR 2: PRICE

Fixed Price with Economic Price Adjustment (EPA) contracts will result from this solicitation. The Contract Team will evaluate proposals for pricing purposes in accordance with DLA Energy tailored clause B19.03 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME) FUEL SYSTEM ICING INHIBITOR (FSII) (CONUS) (DLA ENERGY JAN 2012), and B19.03-1 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (DIETHYLENE GLYCOL MONOMETHYL ETHER (DIEGME) FUEL SYSTEM ICING INHIBITOR (FSII) (OCONUS) (DLA ENERGY JAN 2012). Offerors are advised DLA Energy intends to execute the extension provision of any subsequent contract only if there are remaining quantities left on the contract; no quantities will be added. The extension provision will extend only the ordering and delivery period of the contract. In addition, the extension provisions contained in I209.09 EXTENSION PROVISIONS (DLA ENERGY JAN 2012), will be evaluated in conjunction with the evaluation of initial offers received.

The lowest price per each line item will be awarded. There will be no trade off analysis used. Transportation rates will not be evaluated, as this solicitation is for FOB destination, with the offeror to provide the transportation of the product.

The Government reserves the right to award on initial offers without negotiations. If negotiations are deemed necessary, then after each proposal has been evaluated, discussions will be held with each offeror within the competitive range. All offerors will have an opportunity to make revisions to submitted proposals during negotiations and to submit a final proposal revision unless the offeror should choose to withdraw before the time final proposal revisions are requested.

After the close of negotiations, DLA Energy will call for Final proposal revisions (FPRs), which are to be submitted in the same manner as the original offer. The Government reserves the right either to make awards based on initial offers, or the FPR evaluation.

Vendors will submit their offers using the Offeror Submission Package. Currently additive offers cannot use the Offeror Entry Tool for offer submission.

The Government's objective is to ensure contracts are awarded to responsible Offerors who have the ability to perform under this solicitation and which also represents the overall best value to the Government based on technical acceptability and price. A determination of responsibility will be conducted on every proposed awardee; as a part of that determination, supply commitment letters (see Section L), JCCS registration, and a positive review of said registration, and the ability to meet other requirements of the solicitation will be required for a positive determination of responsibility.

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)****52.217-5 EVALUATION OF OPTIONS (JUL 1990) FAR****M10 EVALUATION - ALL OR NONE (DLA ENERGY MAR 2000)**

Offers that tie one item to another (i.e., "If awarded Item 0020, we will accept items 0019 & 0021"; "We will only accept Item 0001 if awarded Item 0002"; "We will only accept Item 0003 & Item 0010 together") will be considered "All or None" offers for those items that are "tied" together. Offers or proposals submitted on an "All or None" basis will be evaluated in the aggregate, and the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered. Offers may also specify a minimum quantity for award and award will be made at the lowest overall cost to the Government, price and other factors considered. Offers may not, however, tie F76 with other products, tie together the product or quantity from one refinery or production facility with the product or quantity from a separate refinery or production facility, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries or production facilities. Such offers will be rejected as unacceptable.

**M19.05 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (DOMESTIC BULK) (DLA ENERGY JAN 2012)**

(a) Offer prices received by DLA Energy effective at the date and time set for Final Revised Proposals will be used for evaluation of offers. FOR EVALUATION PURPOSES ONLY, these offered prices will not be adjusted to reflect any increase or decrease that may occur under the provisions of the ECONOMIC PRICE ADJUSTMENT (EPA) contract provision(s).

(b) Offered prices will be subject to all terms and conditions of the EPA /contract provision(s).

(c) For all products, the award document will contain one price for each item. This price will be identified as the **base unit price**. The **base unit price** is the Final Revised price which is subject to adjustment when the ADJUSTING MARKET PRICE becomes available.

**M43.01 EVALUATION OF OPTIONS (DLA ENERGY MAR 2009)**

(a) Proposals will be evaluated for purposes of award by adding the total price for all option periods to the total price for the basic period. Evaluation of options will not obligate the Government to exercise the option or options.

(b) Any proposal that is materially unbalanced as to prices for basic option periods may be rejected. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

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

(a) This provision 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

(a) This provision 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

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

**(2) TABLE II.**

## DENSITY TYPICAL

PRODUCT	@15°C @60°F		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	Kg/m <sup>3</sup>	API					
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<u>DIESEL FUELS</u>							
NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
NO. 2 DIESEL (ALL) & GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<u>INTERMEDIATE FUEL OILS</u>							
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
<u>JET FUELS</u>							

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**SECTION M - EVALUATION FACTORS FOR AWARD (CONTINUED)**

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1/F34/TS1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76) AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

**(3) TABLE III.**

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

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY APR 1997)**

Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

**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.