

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER See Schedule		PAGE 1 OF 75	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE602-26-R-0713	
6. SOLICITATION ISSUE DATE 2026 SEP 09		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jacee Stumpf DJS0258		b. TELEPHONE NUMBER (No Collect calls) Phone: 937-206-2063	
8. OFFER DUE DATE/LOCAL TIME 2026 OCT 09 01:00 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 ☒ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ UNRESTRICTED OR ☒ SET ASIDE: 2.6% % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB NAICS: 324191 ☐ 8 (A) SIZE STANDARD:	
11. DELIVERY/FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					☒ ARE ☐ ARE NOT ATTACHED		
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					☐ ARE ☐ ARE NOT ATTACHED		
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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 (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)
41c. DATE	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. **SOLICITATION OFFEROR SUBMISSION:** Attachment 1 provides details on use of mandatory systems BULK OFFER ENTRY TOOL (OET) and SYSTEM FOR AWARD MANAGEMENT (SAM) for this procurement.
2. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Note that registration and renewal in SAM is free of charge. Websites and/or fee-for-service arrangements that charge a fee to register or renew a registration in SAM are not affiliated with the United States Government. The United States Government does not charge any fee for a company to register, or renew registration, in SAM.
3. **SYSTEM FOR AWARD MANAGEMENT (SAM) Cont'd:** Offerors must possess an active, complete registration in SAM, which explicitly includes an assigned Commercial and Government Entity (CAGE) Code at the time of proposal submission.
4. **FOB DESTINATION:** 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.
5. **SET-ASIDES:** Product L40 is a total small business set-aside for Item 0011: MCLB Blount Island. For Item 0011: MCLB Blount Island, 25,000 USG will be set-aside for small business concerns and 25,000 USG will be set-aside for service-disabled veteran-owned small business.
6. **SMALL BUSINESS:** For questions concerning Small Business matters, email dla.energy.osbp@dla.mil.
7. **SUSPENDED, DEBARRED OR INELIGIBLE OFFERORS:** Any award to a contractor is voidable at the option of the Government, who, at the time of award, was suspended, debarred, or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency.
8. **EMERGENCIES:** For emergency situations during non-duty hours, the number to contact is (571) 767- 8420 at the DLA Energy Operations Center, Contingency Plans and Operations Division (DLA Energy-QED).

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

INCOTERM & ADDITIVE INDICATOR LEGEND	
O	ORIGIN
D	DESTINATION
O/D	ORIGIN AND/OR DESTINATION

The schedule below indicates the supplies to be furnished:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 5 OF 75 PAGES
Section B Quality Technical Provisions LUBRICATING OIL,CATAPULT LAUNCH ENGINE,CLB,4.2 9150-016902455 PR #: 7017019437,7017018744 Lubricating Oil,Catapult Launch Engine LUBRICATING OIL,CAT Quality Technical Provisions LUBRICATING OIL,ENGINE,L40,4.0 9150-015553598 PR #: 7017019437,7017018744 TDP Rev A Gen 1 IAW BASIC QAP 52838 ENERGY-QAP-E21.01 REVISION NR B DTD 06/26/2015 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E40.02 REVISION NR B DTD 06/12/2026 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E1 REVISION NR F DTD 04/01/2024 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E22 REVISION NR D DTD 02/09/2022 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E35 REVISION NR A DTD 12/01/2011 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-C16.62 REVISION NR F DTD 12/15/2025 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02 REVISION NR D DTD 03/11/2025 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: Lube Oil, SAE 40 grade, gallons Quality Technical Provisions LUBRICATING OIL,AIRCRAFT TURBINE ENGINE,,LA6,4.2 9150-009857031 PR #: 7017019437,7017018744 Lube oil, aircraft fuel Quality Technical Provisions LUBRICATING OIL,ENGINE,L06,4.0 9150-001818232 PR #: 7017019437,7017018744 TDP Rev A Gen 1 IAW BASIC QAP 52838 ENERGY-QAP-C16.61-1 REVISION NR B DTD 08/19/2025 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-E40.02 REVISION NR B DTD 06/12/2026 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E1 REVISION NR F DTD 04/01/2024 PART PIECE NUMBER: IAW REFERENCE QAP 52838 ENERGY-QAP-E22 REVISION NR D DTD 02/09/2022		
CONTINUED ON NEXT PAGE		

Section B

PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-E35
REVISION NR A DTD 12/01/2011
PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
REVISION NR D DTD 03/11/2025
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:

Quality Technical Provisions
LUBRICATING OIL,STEAM TURBINE,LTL,4.0
9150-013726915
PR #: 7017019437,7017018744

TDP Rev A Gen 1
IAW BASIC QAP 52838 ENERGY-QAP-C16.63
REVISION NR F DTD 06/05/2026
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-E40.02
REVISION NR B DTD 06/12/2026
PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-E1
REVISION NR F DTD 04/01/2024
PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-E22
REVISION NR D DTD 02/09/2022
PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-E35
REVISION NR A DTD 12/01/2011
PART PIECE NUMBER:
IAW REFERENCE QAP 52838 ENERGY-QAP-C1.02
REVISION NR D DTD 03/11/2025
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 DESC-QAP-C16.63
REVISION NR A DTD
PART PIECE NUMBER:

Lubricating Oil,Steam Turbine
LUBRICATING OIL,CATAPULT LAUNCH ENGINE,CLB,4.2
9150-016902455
PR #: 7017019437,7017018744

CLB Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
20,000	0	0	20,000	GL

Total Estimated (CLB) Quantity to be Purchased: 20,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
CA	20,000	SNLUBES	0.000000	07/28/2026

CA_____

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 7 OF 75 PAGES
--------------------	--	--------------------

Section B

Item: 0002

Quantity: 10,000.000 GL 8A Quantity: 0 SA Quantity: 0 Unrestricted: 10,000

Period of Performance: 04/01/2027-03/31/2029

NSN
9150-016902455 (CLB)
LUBRICATING OIL,CATAPULT LAUNCH ENGINE

Delivery Identification
NORTHISLND - NAS NORTH ISLAND

State
CA

Region
CA

Requirement SPLC
889592290

Delivery Address: Bldg 426 Moffett Rd - CODE 19900 NORTH ISLAND CA 92135

Service Code
NAVY

Delivery DODAAC
SE5N15

Ordering Office DODAAC

Mode
BULK:TRUCK

Receipt %
100

Max Parcel
7,000

Min Parcel
5,000

FOB Restriction
D

FSII
N

SDA
N

CI
N

Delivery Hours: MON-FRI 0630-1430

Delivery Notes: TRUCK-PUMP REQUIRED. STORAGE TANK CAPACITY IS 50,000 GALLONS.

Item: 0004

Quantity: 10,000.000 GL 8A Quantity: 0 SA Quantity: 0 Unrestricted: 10,000

Period of Performance: 04/01/2027-03/31/2029

NSN
9150-016902455 (CLB)
LUBRICATING OIL,CATAPULT LAUNCH ENGINE

Delivery Identification
SEWELLS - DFSP SEWELLS POINT

State
VA

Region
CA

Requirement SPLC
261000295

Delivery Address: CNIC FUEL DEPARTMENT 1950 POWATAN NORFOLK VA 23511

Service Code
NAVY

Delivery DODAAC
SE5P1C

Ordering Office DODAAC

Mode
BULK:TRUCK

Receipt %
100

Max Parcel
18,000

Min Parcel
5,000

FOB Restriction
D

FSII
N

SDA
N

CI
N

Delivery Hours: MON-FRI 0730-1430 (EXCLUDING HOLIDAYS)

Delivery Notes: TRUCK- PUMP AND 3-INCH BY 10-FOOT HOSE REQUIRED. STORAGE TANK CAPACITY IS 18,500 GALLONS.

LUBRICATING OIL,ENGINE,L40,4.0

9150-015553598

PR #: 7017019437,7017018744

L40 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
50,000	50,000	0	0	UG6

Total Estimated (L40) Quantity to be Purchased: 50,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
CA	50,000	SNLUBES	0.000000	07/28/2026

CA

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 8 OF 75 PAGES
--------------------	--	--------------------

Section B

Item: 0011

Quantity: 50,000.000 UG6 8A Quantity: 0 SA Quantity: 50,000 Unrestricted: 0

Period of Performance: 04/01/2027-03/31/2029

NSN
9150-015553598 (L40)
LUBRICATING OIL,ENGINE

Delivery Identification
N69450531 - JACKSONVILLE

State
FL

Region
CA

Requirement SPLC
491200140

Delivery Address: 8998 BLOUNT ISLAND BLVD. JACKSONVILLE FL 32226

Service Code
NAVY

Delivery DODAAC
N69450

Ordering Office DODAAC

Mode
SEA VAN

Receipt %
100

Max Parcel
5,000

Min Parcel
5,000

FOB Restriction
D

FSII
N

SDA
N

CI
N

Delivery Mode Notes: SEA VAN: EMPTY CONTAINER WILL BE AVAILABLE FOR PICK UP AT MCLB BLOUNT ISLAND APPROXIMATELY 55 DAYS AFTER INITIAL DELIVERY DATE TO BLOUNT ISLAND. MCLB BLOUNT ISLAND OFFERS MUST INCLUDE 55 DAYS OF FREE TIME FOR SEA VAN CONTAINERS. STORAGE TANK CAPACITY IS 30,000 GALLONS.

Delivery Hours: 0700-1630, MON-FRI

Delivery Notes: SET ASIDE QUANTITIES: 25,000 IS SMALL BUSINESS (SB) AND 25,000 IS SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB).

LUBRICATING OIL,AIRCRAFT TURBINE ENGINE,,LA6,4.2

9150-009857031

PR #: 7017019437,7017018744

LA6 Requirement Totals are as follows:

Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM
60,000	0	0	60,000	UG6

Total Estimated (LA6) Quantity to be Purchased: 60,000

EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date
CA	60,000	SNLUBES	0.000000	07/28/2026

CA

Item: 0001

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

Period of Performance: 04/01/2027-03/31/2029

NSN
9150-009857031 (LA6)
LUBRICATING OIL,AIRCRAFT TURBINE ENGINE,

Delivery Identification
CDFAMARGDM - 309 AMARG, DAVIS MONTHAN A

State
AZ

Region
CA

Requirement SPLC
799000240

Delivery Address: BLDG 7328, 4860 S. SUPERIOR AVE DAVIS MONTHAN AZ 85707

CONTINUED ON NEXT PAGE

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001				PAGE 9 OF 75 PAGES		
Section B								
Service Code USAF		Delivery DODAAC FP2373		Ordering Office DODAAC				
Mode BULK:TRUCK		Receipt % 100	Max Parcel 10,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N
Delivery Hours: MON- FRI 0700-1330, EXCLUDING HOLIDAYS								
Delivery Notes: PUMP REQUIRED. ALL DELIVERIES WILL ENTER SWAN GATE ONLY. MUST HAVE ESCORT TO TRAVEL IN THE BASE.								
Item: 0003								
Quantity: 20,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 20,000								
Period of Performance: 04/01/2027-03/31/2029								
NSN 9150-009857031 (LA6)		Delivery Identification TINKER - TINKER AFB			State OK			
LUBRICATING OIL,AIRCRAFT TURBINE ENGINE,								
Region CA		Requirement SPLC 626200241						
Delivery Address: 72 ABW/LGRF 7979 1ST STREET, BLDG 3714 TINKER AFB OK 73145								
Service Code USAF		Delivery DODAAC SE5F2D		Ordering Office DODAAC				
Mode BULK:TRUCK		Receipt % 100	Max Parcel 8,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N
Delivery Mode Notes: TRUCK: STORAGE TANK CAPACITY IS 12,000 GALLONS.								
DIRECTIONS: I-40 EXIT #159B OR I-240 EXIT 9(S. Air Depot Blvd.) ENTER GATE #33								
Delivery Hours: 0700-1600, MON-FRI								

LUBRICATING OIL,ENGINE,L06,4.0								
9150-001818232								
PR #: 7017019437,7017018744								
L06 Requirement Totals are as follows:								
Total Qty		Set Aside		8A Reservation Qty		Non Set Aside Qty		UoM
270,000		0		0		270,000		UG6
Total Estimated (L06) Quantity to be Purchased: 270,000								
EPA Region		Quantity	Escalator Id	Base Ref Price	Base Ref Date			
CA		270,000	SNLUBES	0.000000	07/28/2026			
CA_____								
Item: 0021								
Quantity: 80,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 80,000								
Period of Performance: 04/01/2027-03/31/2029								
NSN 9150-001818232 (L06)		Delivery Identification PUGET - DFSP PUGET SOUND			State WA			
LUBRICATING OIL,ENGINE								
CONTINUED ON NEXT PAGE								

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001				PAGE 10 OF 75 PAGES									
Section B															
Region CA		Requirement SPLC 845459290													
Delivery Address: MANCHESTER FUEL DEPT. 7501 BEACH DRIVE EAST PORT ORCHARD WA 98366															
Service Code NAVY		Delivery DODAAC SE5N1F		Ordering Office DODAAC											
Mode		Receipt %		Max Parcel		Min Parcel		FOB Restriction		FSII		SDA		CI	
BULK:TRUCK		100		12,000		6,000		D		N		N		N	
SEA VAN		100		10,000		5,000		O/D		N		N		N	
Delivery Hours: 0730-1400, MON-FRI (EXCLUDING HOLIDAYS)															
Delivery Notes: TRUCK OR CONTAINER MUST BE EQUIPPED WITH A 3-INCH CAMLOCK FITTING AND 3-INCH BY 20-FOOT HOSE. PUMPS ARE NOT REQUIRED UNLESS SPECIFICALLY IDENTIFIED BY THE ORDERS FOR SUPPLIES OR SERVICES. STORAGE TANK CAPACITY IS 34,000 GALLONS.															
SEA VAN: FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING. STORAGE TANK CAPACITY IS 34,000 GALLONS.															
Item: 0009															
Quantity: 70,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 70,000															
Period of Performance: 04/01/2027-03/31/2029															
NSN 9150-001818232 (L06) LUBRICATING OIL,ENGINE		Delivery Identification MAYPTDFSP - DFSP MAYPORT				State FL									
Region CA		Requirement SPLC 491200270													
Delivery Address: CNIC FUEL DEPT. BLDG 262 FUELS RD, MAYPORT NAVAL STATION MAYPORT FL 32228															
Service Code NAVY		Delivery DODAAC SE5N07		Ordering Office DODAAC											
Mode		Receipt %		Max Parcel		Min Parcel		FOB Restriction		FSII		SDA		CI	
BULK:TRUCK		100		10,000		5,000		D		N		N		N	
Delivery Hours: 0630-1330, MONDAY-THURSDAY (EXCLUDING HOLIDAYS)															
Delivery Notes: TRUCK-PUMP AND 75 FT HOSE REQUIRED. REFERENCE: DLAD 52.211 -9073 QUANTITY SHALL BE DETERMINED BY LOADING TICKET MECHANICALLY IMPRINTED WITH THE VOLUME CORRECTED (NET) QUANTITY. THE TICKET MUST BE GENERATED AT THE TIME OF LOADING AND BE BASED ON CALIBRATED LOADING RACK METER OR CALIBRATED SCALES. STORAGE TANK CAPACITY IS 37,000 GALLONS.															
Item: 0019															
Quantity: 65,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 65,000															
Period of Performance: 04/01/2027-03/31/2029															
NSN 9150-001818232 (L06) LUBRICATING OIL,ENGINE		Delivery Identification SEWELLS - DFSP SEWELLS POINT				State VA									
Region CA		Requirement SPLC 261000295													
Delivery Address: CNIC FUEL DEPARTMENT 1950 POWHATAN ST., BLDG. W-66 NORFOLK VA 23511															
Service Code NAVY		Delivery DODAAC SE5P1C		Ordering Office DODAAC											
Mode		Receipt %		Max Parcel		Min Parcel		FOB Restriction		FSII		SDA		CI	
BULK:TRUCK		100		18,000		5,000		D		N		N		N	
Delivery Hours: 0730-1430, MON-FRI (EXCLUDING HOLIDAYS)															
CONTINUED ON NEXT PAGE															

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 11 OF 75 PAGES
--------------------	--	---------------------

Section B

Delivery Notes: TRUCK-PUMP AND 3-INCH BY 50 FOOT HOSE REQUIRED. STORAGE TANK CAPACITY IS 33,500 GALLONS.
PRE-DISCHARGE TESTING WILL BE PERFORMED. NORMAL WAIT FOR TEST RESULTS IS ONE HOUR.

Item: 0005

Quantity: 25,000.000 UG6 **8A Quantity:** 0 **SA Quantity:** 0 **Unrestricted:** 25,000

Period of Performance: 04/01/2027-03/31/2029

NSN 9150-001818232 (L06) LUBRICATING OIL,ENGINE	Delivery Identification PTLOMA - DFSP PT LOMA	State CA
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Region CA	Requirement SPLC 889000296
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Delivery Address: 199 ROSECRANS ST. SAN DIEGO CA 92132

Service Code NAVY	Delivery DODAAC SE5N14	Ordering Office DODAAC
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Mode BULK:TRUCK	Receipt % 100	Max Parcel 10,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N
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Delivery Hours: 0700-1430, MON-FRI

Delivery Notes: TRUCK-PUMPS ARE NOT REQUIRED UNLESS SPECIFICALLY IDENTIFIED ON THE ORDER FOR SUPPLIES OR SERVICES. STORAGE TANK CAPACITY IS 20,000 GALLONS.

Item: 0007

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

Period of Performance: 04/01/2027-03/31/2029

NSN 9150-001818232 (L06) LUBRICATING OIL,ENGINE	Delivery Identification GROTON - NAVAL SUB BASE NEW LONDON (GRO	State CT
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Region CA	Requirement SPLC 165282290
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Delivery Address: BLDG 527 NAVAL SUBMARINE BASE NEW LONDON GROTON CT 06349

Service Code NAVY	Delivery DODAAC SE5N02	Ordering Office DODAAC
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Mode BULK:TRUCK	Receipt % 100	Max Parcel 10,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N
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Delivery Hours: 0800-1200, MON-FRI (EXCLUDING HOLIDAYS)

Delivery Notes: TRUCK-PUMP AND 50- FOOT HOSE REQUIRED. DRIVER MUST REPORT TO BLDG 549. DRIVER MUST BE U.S. CITIZEN AND HAVE A VALID DRIVER#S LICENSE, TRUCK REGISTRATION, AND PROOF OF INSURANCE TO ENTER THE BASE. STORAGE TANK CAPACITY IS 14,000 GALLONS.

Item: 0013

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

Period of Performance: 04/01/2027-03/31/2029

NSN 9150-001818232 (L06) LUBRICATING OIL,ENGINE	Delivery Identification PEARLHRBR - DFSP PEARL HARBOR	State HI
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Region CA	Requirement SPLC 890510000
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Delivery Address: DFSP PEARL HARBOR PEARL HARBOR HI 96860

CONTINUED ON NEXT PAGE

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001				PAGE 12 OF 75 PAGES			
Section B									
Service Code NAVY		Delivery DODAAC SE8N0F		Ordering Office DODAAC					
Mode SEA VAN		Receipt % 100	Max Parcel 5,000	Min Parcel 5,000	FOB Restriction O/D	FSII N	SDA N	CI N	
Delivery Hours: 0730-1530, MON-FRI									
Delivery Notes: SEA VAN:FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING.									

LUBRICATING OIL,STEAM TURBINE,LTL,4.0									
9150-013726915									
PR #: 7017019437,7017018744									
LTL Requirement Totals are as follows:									
Total Qty	Set Aside	8A Reservation Qty	Non Set Aside Qty	UoM					
1,530,000	0	0	1,530,000	UG6					
Total Estimated (LTL) Quantity to be Purchased: 1,530,000									
EPA Region	Quantity	Escalator Id	Base Ref Price	Base Ref Date					
CA	1,255,000	SNLUBES	0.000000	07/28/2026					
CX	275,000	SNLUBES	0.000000	07/28/2026					
CA									
Item: 0020									
Quantity: 350,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 350,000									
Period of Performance: 04/01/2027-03/31/2029									
NSN 9150-013726915 (LTL)		Delivery Identification SEWELLS - DFSP SEWELLS POINT				State VA			
LUBRICATING OIL,STEAM TURBINE									
Region CA		Requirement SPLC 261000295							
Delivery Address: CNIC FUEL DEPARTMENT 1950 POWHATAN ST., BLDG. W-66 NORFOLK VA 23511									
Service Code NAVY		Delivery DODAAC SE5P1C		Ordering Office DODAAC					
Mode BULK:TRUCK		Receipt % 100	Max Parcel 18,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N	
Delivery Hours: 0730-1430, MON-FRI (EXCLUDING HOLIDAYS)									
Delivery Notes: TRUCK- PUMP AND 3-INCH BY 50 FOOT HOSE REQUIRED. STORAGE TANK CAPACITY IS 45,000 GALLONS. DISCHARGE INTO TANK AT BLDG 1854.									
Item: 0006									
Quantity: 285,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 285,000									
Period of Performance: 04/01/2027-03/31/2029									
NSN 9150-013726915 (LTL)		Delivery Identification PTLOMA - DFSP PT LOMA				State CA			
LUBRICATING OIL,STEAM TURBINE									
CONTINUED ON NEXT PAGE									

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 13 OF 75 PAGES
--------------------	--	---------------------

Section B

Region Requirement SPLC
CA 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	10,000	5,000	D	N	N	N

Delivery Hours: 0700-1430, MON -FRI

Delivery Notes: TRUCK-PUMPS ARE NOT REQUIRED UNLESS SPECIFICALLY IDENTIFIED ON THE ORDER FOR SUPPLIES OR SERVICES. STORAGE TANK CAPACITY IS 20,000 GALLONS.

Item: 0022

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

Period of Performance: 04/01/2027-03/31/2029

NSN	Delivery Identification	State
9150-013726915 (LTL)	PUGET - DFSP PUGET SOUND	WA
LUBRICATING OIL,STEAM TURBINE		

Region Requirement SPLC
CA 845459290

Delivery Address: MANCHESTER FUEL DEPT. 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	10,000	5,000	D	N	N	N
SEA VAN	100	10,000	5,000	O/D	N	N	N

Delivery Hours: 0730-1400, MON-FRI (EXCLUDING HOLIDAYS)

Delivery Notes: TRUCK OR CONTAINER MUST BE EQUIPPED WITH A 3-INCH CAMLOCK FITTING AND 3-INCH BY 20-FOOT HOSE. PUMPS ARE NOT REQUIRED UNLESS SPECIFICALLY IDENTIFIED BY THE ORDERS FOR SUPPLIES OR SERVICES. STORAGE TANK CAPACITY IS 34,000 GALLONS.
SEA VAN: FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING.
STORAGE TANK CAPACITY IS 34,000 GALLONS.

Item: 0014

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

Period of Performance: 04/01/2027-03/31/2029

NSN	Delivery Identification	State
9150-013726915 (LTL)	PEARLHRBR - DFSP PEARL HARBOR	HI
LUBRICATING OIL,STEAM TURBINE		

Region Requirement SPLC
CA 890510000

Delivery Address: DFSP PEARL HABOR PEARL HARBOR HI 96860

Service Code Delivery DODAAC Ordering Office DODAAC
NAVY SE8N0F

Mode	Receipt %	Max Parcel	Min Parcel	FOB Restriction	FSII	SDA	CI
SEA VAN	100	10,000	5,000	O/D	N	N	N

Delivery Hours: 0730-1530, MON-FRI

Delivery Notes: SEA VAN: FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING. DFSP PEARL HARBOR OFFERS MUST INCLUDE 5 DAYS OF FREE

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001	PAGE 14 OF 75 PAGES
--------------------	--	---------------------

Section B

TIME FOR SEA VAN CONTAINERS. STORAGE TANK CAPACITY IS 24,000 GALLONS.

Item: 0010
Quantity: 120,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 120,000
Period of Performance: 04/01/2027-03/31/2029

NSN 9150-013726915 (LTL) LUBRICATING OIL,STEAM TURBINE	Delivery Identification MAYPTDFSP - DFSP MAYPORT	State FL
Region CA	Requirement SPLC 491200270	

Delivery Address: CNIC FUEL DEPT. BLDG 262 FUELS RD., MAYPORT NAVAL STATION MAYPORT FL 32228

Service Code NAVY	Delivery DODAAC SE5N07	Ordering Office DODAAC					
Mode BULK:TRUCK	Receipt % 100	Max Parcel 12,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N

Delivery Hours: 0630-1330, MONDAY-THURSDAY (EXCLUDING HOLIDAYS)

Delivery Notes: TRUCK-PUMP AND 75 FT HOSE REQUIRED.
REFERENCE: DLAD 52.211 -9073
QUANTITY SHALL BE DETERMINED BY LOADING TICKET MECHANICALLY IMPRINTED WITH THE VOLUME CORRECTED (NET) QUANTITY. THE TICKET MUST BE GENERATED AT THE TIME OF LOADING AND BE BASED ON CALIBRATED LOADING RACK METER OR CALIBRATED SCALES. STORAGE TANK CAPACITY IS 46,000 GALLONS.

Item: 0012
Quantity: 80,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 80,000
Period of Performance: 04/01/2027-03/31/2029

NSN 9150-013726915 (LTL) LUBRICATING OIL,STEAM TURBINE	Delivery Identification KINGSBAY - NAVSUBBASE KINGS BAY	State GA
Region CA	Requirement SPLC 465891290	

Delivery Address: 937 Tecumseh Rd, Pub Works, BLDG 2035 KINGS BAY GA 31547

Service Code NAVY	Delivery DODAAC SE5N0E	Ordering Office DODAAC					
Mode BULK:TRUCK	Receipt % 100	Max Parcel 5,000	Min Parcel 1,000	FOB Restriction D	FSII N	SDA N	CI N

Delivery Hours: 0600-1400, MON-FRI (EXCLUDING HOLIDAYS)

Delivery Notes: TRUCK- PUMP WITH TWO 3 INCH HOSES REQUIRED. KINGS BAY PASS & ID OFFICE HOURS ARE MON-FRI FROM 0600-1300HRS. DRIVER HAS TO ARRIVE WITHIN WORKING HOURS, DRIVER MUST BE BADGED TO COME ON BASE, AND DRIVER MUST BE ABLE TO PASS BACKGROUND CHECK. IF FOREIGN NATIONAL, US PASSPORT MUST BE CARRIED ON PERSON. MAIN GATE CLOSSES AT 1400.
STORAGE TANK CAPACITY IS 5,000 GALLONS.

Item: 0008
Quantity: 12,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 12,000
Period of Performance: 04/01/2027-03/31/2029

NSN 9150-013726915 (LTL) LUBRICATING OIL,STEAM TURBINE	Delivery Identification GROTON - NAVAL SUB BASE NEW LONDON (GRO	State CT
Region CA	Requirement SPLC 165282290	

CONTINUED ON NEXT PAGE

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE60226R0713 - 0001			PAGE 15 OF 75 PAGES		
Section B							
Delivery Address: BLDG 527 NAVAL SUBMARINE BASE NEW LONDON GROTON CT 06349							
Service Code NAVY		Delivery DODAAC SE5N02		Ordering Office DODAAC			
Mode BULK:TRUCK	Receipt % 100	Max Parcel 10,000	Min Parcel 5,000	FOB Restriction D	FSII N	SDA N	CI N
Delivery Hours: 0800-1200, MON-FRI (EXCLUDING HOLIDAYS)							
Delivery Notes: TRUCK-PUMP AND 50- FOOT HOSE REQUIRED. DRIVER MUST REPORT TO BLDG 549. DRIVER MUST BE U.S. CITIZEN, HAVE A VALID DRIVER'S LICENSE, TRUCK REGISTRATION, AND PROOF OF INSURANCE TO ENTER THE BASE. STORAGE TANK CAPACITY IS 14,000 GALLONS.							
Item: 0017							
Quantity: 8,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 8,000							
Period of Performance: 04/01/2027-03/31/2029							
NSN 9150-013726915 (LTL)		Delivery Identification Q98037001 - KNOLLS ATOMIC LAB			State NY		
LUBRICATING OIL,STEAM TURBINE							
Region CA		Requirement SPLC 171735301					
Delivery Address: KAPL , INC. - KESSELRING SITE 350 ATOMIC PROJECT ROAD - BLD BALLSTON SPA NY 12020-2817							
Service Code CD		Delivery DODAAC Q98037		Ordering Office DODAAC Q98037			
Mode BULK:TRUCK	Receipt % 100	Max Parcel 2,000	Min Parcel 1,500	FOB Restriction D	FSII N	SDA N	CI N
Delivery Mode Notes: DELIVERY ADDRESS: KAPL INC. KESSELRING OPERATIONS, 350 ATOMIC PROJECT ROAD, (KNOLLS ATOMIC LAB), BALLSTON SPA, NY 12020-2817 TWO PLANTS - BUILDING 71 (MARF PLANT) AND BUILDING 81 (S8G) BLDG. 81 (S8G PLANT) - TRUCK MUST BE CAPABLE OF AIR LOADING THE TANK (I.E.- AN AIR COMPRESSOR ON THE RIG TO LOAD AIR PRESSURE INTO THE TANK TO MOVE OIL VIA DIFFERENTIAL PRESSURE.) THE USE OF A PUMP IS NOT ALLOWED. - HEATERS ON THE TANK. THE ABILITY TO HEAT THE OIL TO REDUCE VISCOSITY OF THE OIL AND THUS RAISE OIL FLOW RATE. - A TAMPER SEAL ON THE OUTLET OF THE TANK. - CONTACT MDLPO (518-884-3206) 24 HOURS ADVANCE NOTICE REQUIRED PRIOR TO DELIVERY. - 2" MALE CAM AND GROOVE (CAM LOCK) FITTING. - DRIVER MUST HAVE A VALID DRIVERS LICENSE ON HAND AND BE A US CITIZEN. CANNOT HOLD DUAL CITIZENSHIP. - GATE HOURS 0730-1530 (MON-FRI). - TANK SIZE: 3,500 GALLONS.							
BLDG. 71 (MARF PLANT) - TRUCK MUST BE EQUIPPED WITH A PUMP. - HEATERS ON THE TANK. THE ABILITY TO HEAT THE OIL TO REDUCE VISCOSITY OF THE OIL AND THUS RAISE OIL FLOW RATE. - A TAMPER SEAL ON THE OUTLET OF THE TANK. - CONTACT JONE/GABBRAD (518-884-1392/3394) 24 HOURS ADVANCE NOTICE REQUIRED PRIOR TO DELIVERY. - 2" NATIONAL PIPE THREAD (NPT), FEMALE ADAPTOR AND 150 FOOT HOSE. - DRIVER MUST HAVE A VALID DRIVERS LICENSE ON HAND AND BE A US CITIZEN. CANNOT HOLD DUAL CITIZENSHIP. - GATE HOURS 0730-1530 (MON-FRI). - STORAGE TANK CAPACITY IS 3,500 GALLONS.							
Delivery Hours: 0730-1530, MON-FRI							

CX							
Item: 0016							
Quantity: 140,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 140,000							
Period of Performance: 04/01/2027-03/31/2029							
NSN 9150-013726915 (LTL)		Delivery Identification HAKOZAKI - YOKOSUKA DFSP HAKOZAKI			State 14		
LUBRICATING OIL,STEAM TURBINE							
Region CX		Requirement SPLC 940004270					
CONTINUED ON NEXT PAGE							

Section B

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

Service Code NAVY	Delivery DODAAC SE8N07	Ordering Office DODAAC					
Mode SEA VAN	Receipt % 100	Max Parcel 15,000	Min Parcel 5,000	FOB Restriction O/D	FSII N	SDA N	CI N

Delivery Hours: 0700-1630, MON-FRI (EXCLUDING HOLIDAYS)

Delivery Notes: SEA VAN:FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING. STORAGE TANK CAPACITIY IS 32,000 GALLONS.

Item: 0015
Quantity: 85,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 85,000
Period of Performance: 04/01/2027-03/31/2029

NSN 9150-013726915 (LTL) LUBRICATING OIL,STEAM TURBINE	Delivery Identification AKASAKI - DFSP AKASAKI	State JP
Region CX	Requirement SPLC 940002270	

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

Service Code NAVY	Delivery DODAAC SE8N08	Ordering Office DODAAC					
Mode SEA VAN	Receipt % 100	Max Parcel 10,000	Min Parcel 5,000	FOB Restriction O/D	FSII N	SDA N	CI N

Delivery Mode Notes: SEA VAN:FOB ORIGIN, THE GOVERNMENT WILL FURNISH AND SHIP BULK CONTAINERS TO THE LOCATION SPECIFIED BY THE CONTRACTOR FOR FILLING.

Delivery Hours: 0700-1630, MON-FRI (EXCLUDING HOLIDAYS)

Delivery Notes: STORAGE TANK CAPACITY IS 50,000 GALLONS.

Item: 0018
Quantity: 50,000.000 UG6 8A Quantity: 0 SA Quantity: 0 Unrestricted: 50,000
Period of Performance: 04/01/2027-03/31/2029

NSN 9150-013726915 (LTL) LUBRICATING OIL,STEAM TURBINE	Delivery Identification ROTA - DFSP ROTA	State SP
Region CX	Requirement SPLC 901001270	

Delivery Address: SUPPLY DEPT BLDG 55 NAVAL STATION ROTA SP 11520

Service Code NAVY	Delivery DODAAC SE6N04	Ordering Office DODAAC					
Mode SEA VAN	Receipt % 100	Max Parcel 4,800	Min Parcel 900	FOB Restriction O/D	FSII N	SDA N	CI N

Delivery Hours: SEAVAN 0800-1700 MON - FRI

Delivery Notes: SEA VAN: DELIVERY AT TRUCK FILSTAND BLDG 1922. STORAGE TANK CAPACITY IS 6,000 USG.

ECONOMIC PRICE ADJUSTMENT – PUBLISHED MARKET PRICE – DLA ENERGY DOMESTIC BULK

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

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

- (1) **Commodity Price Index** – Indicated below in Table 1 Column 4 below. Indices are intended to track sales prices in the marketplace for one or several items or commodity groups as reported in a consistent manner in a publication, electronic database, or other form, as determined by an independent trade association, governmental body, or other third party independent of the Contractor.
- (2) **Base Commodity Price Date** – Means the effective date of the Base Commodity Price, as stated in Table 1, column 7 note below.
- (3) **Base Commodity Price** – Means the Commodity Price calculated in accordance with Table 1, column 7 Note below, as of the Base Commodity Price Date resulting in the value used in determining economic price adjustments to the Base Award Unit Price of an individual product for the commodity market area and time period specified in this Supplement.
- (4) **Adjusted Commodity Price** – Means the Commodity Price Index value in effect on the Date of Delivery, calculated in accordance with Table 1, number 9 Notes below.
- (5) **Base Award Unit Price** – Means the awarded unit price set forth opposite the Contract Line-Item Number (CLIN) in the SF1449 Block 20 SCHEDULE OF SUPPLIES/SERVICES.
- (6) **Price Payable** – Means the Base Award Unit Price increased or decreased by the same number of cents, or fraction thereof, that the Adjusted Commodity Price applicable at Date of Delivery increases or decreases, per like unit of measure, from the Base Commodity Price.

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

- (7) **Date of Delivery** – Is defined as follows:

- (i) For Tanker or Barge deliveries:
 - (A) Free on board (F.O.B. Origin. The date and time vessel commences loading.
 - (B) F.O.B. Destination. The date and time vessel commences discharging.
- (ii) For Pipeline deliveries: The date and time product commences to move past the specified F.O.B. point.
- (ii) For all other types of deliveries. The date product is received.

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

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

(c) Adjustments.

- (1) **Prices Payable** shall be adjusted in accordance with the formula described in paragraph (b)(6) above. Price Payable shall be expressed in U.S. dollars per U.S. gallons (USD/USG) and shall be rounded to six decimal places unless otherwise indicated.
- (2) **Calculations.** All calculations are expressed in U.S. dollars per U.S. gallons (USD/USG) and shall be rounded to six decimal places unless otherwise indicated.
- (3) **Modifications.** Any resultant price changes to the Base Commodity Price and Base Award Price are searchable under the Prices to Web link at the Energy CIS Main Page https://cis.energy.dla.mil/energy_cis/
- (d) **Conversion factors.** If this Supplement requires quantity conversions for economic price adjustment purposes, the conversion factors for applicable products as specified in F5 Supplement CONVERSION FACTORS apply, unless otherwise specified in the SCHEDULE.
- (e) **Examination of records.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to this Supplement.
- (f) **Final invoice.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this Supplement.

(g) Table 1:

BULK LUBRICANTS				
ITEM #/ PRODUCT	PUBLICATION	COMMODITY PRICE INDEX	BASE COMMODITY PRICE USD/USG EFFECTIVE July 28, 2026 (EXCLUDES ALL TAXES)	EVALUATION FACTOR USD/USG
#1 L40/LA6/LTL/LO6	Independent Chemical Intelligence Service (ICIS) Base Oils Americas	Group 1 Posted Prices - FOB 600/650	\$11.050000	\$0.000000
Note #1: The base market price for lubricant products under this solicitation will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of all of the Group I Posted Prices – FOB for Paraffinic Solvent Neutral (SN) 600/650 published in the ICIS Base Oils Americas Report every Tuesday. The adjusting market price shall be effective for deliveries made the Tuesday on which the ICIS Base Oils Report is published through the following Monday. In the event of a holiday, or other event in which there is not publication of a price by ICIS, in a given week, there shall be no price change for that week, and the adjusted market price will be based on the most recent calculated average of the Group I Posted Prices – FOB for Paraffinic Solvent Neutral (SN) 600/650. Price changes shall resume the next date for which there is a published price by ICIS. For evaluation purposes only, this escalator will be subject to the following evaluation factor: \$0				
#2 L40/LA6/LTL/LO6	Independent Chemical Intelligence Service (ICIS) Base Oils Americas	Group 1 Market Price (SN) 600/650 FOB USGC	\$7.120000	\$0.759534
Note #2: The base market price for lubricant products under this solicitation will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of the high and low of the weekly (ICIS) Paraffinic Solvent Neutral (SN) 600/650-Group I Spot Market Price FOB USGC-USD/GAL published in the ICIS Base Oils Americas Report every Tuesday. The adjusting market price shall be effective for deliveries made the Tuesday on which the ICIS Base Oils America Report is published through the following Monday. In the event of a holiday, or other event in which there is not publication of a price by ICIS, in a given week, there shall be no price change for that week, and the adjusted market price will be based on the most recent calculated average of the Paraffinic Solvent Neutral (SN) 600/650-Group I Spot Market Price FOB USGC. Price changes shall resume the next date for which there is a published price by ICIS. For evaluation purposes only, this escalator will be subject to the following evaluation factor: +\$0.759534.				
#3 L40/LA6/LTL/LO6	Independent Chemical Intelligence Service (ICIS) Base Oils Americas	Group II 600/650 FOB Posted Price	\$8.140000	\$1.260292
Note #3: The base market price for lubricant products under this solicitation will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of all of the domestic Group II Posted Prices – FOB 600/650 published in the ICIS Base Oils Americas Report every Tuesday. The adjusting market price shall be effective for deliveries made the Tuesday on which the ICIS Base Oils Report is published through the following Monday. In the event of a holiday, or other event in which there is not publication of a price by ICIS, in a given week, there shall be no price change for that week, and the adjusted unit market price will be based on the most recent calculated average of the domestic Group II Posted Prices – FOB 600/650. Price changes shall resume the next date for which there is a published price by ICIS. For evaluation purposes only, this escalator will be subject to the following evaluation factor: +\$1.260292				
#4 CLB	Independent Chemical Intelligence Service (ICIS) Base Oils Americas	Group 1 Posted Prices - FOB Brightstock	\$12.752500	\$0.000000
Note #4: The base market price for lubricant products under this solicitation will be adjusted on a weekly basis throughout contract performance. The adjusting market price will be derived from the simple average of all of the Group 1 Posted Prices – FOB for Brightstock published in the ICIS Base Oils Americas Report every Tuesday. The adjusting market price shall be effective for deliveries made the Tuesday on which the ICIS Base Oils Report is published through the following Monday. In the event of a holiday, or other event in which there is not publication of a price by ICIS, in a given week, there shall be no price change for that week, and the adjusted market price will be based on the most recent calculated average of the Group 1 Posted Prices – FOB for Brightstock. Price changes shall resume the next date for which there is a published price by ICIS. For evaluation purposes only, this escalator will be subject to the following evaluation factor: 0. This escalator can only be applied to product Lubricating Oil, Catapult Launch Engine (CLB). * Upon receipt of delivery order, contractor shall provide a copy of such delivery order to DLA Energy Contracting. This is required for all delivery orders throughout the duration of this contract as necessary for invoicing via Prices to Web.				

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Note: The C-QAPS are included in Attachment 1 to this solicitation and have been included with this Solicitation package at www.SAM.gov for your convenience.

SECTION E INSPECTION AND ACCEPTANCE

The E-QAPS are included in Attachment 1 to this solicitation and have been included with this Solicitation package at www.SAM.gov for your convenience.

SECTION F DELIVERIES OR PERFORMANCE

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

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

DELIVERY CONDITIONS (BULK)

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

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

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

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

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

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

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

(A) 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. truck, railcar, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies

pass into the receiving conveyance. Title to supplies delivered f.o.b. truck, railcar, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the truck, railcar or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of truck, railcar, pipeline, or lighter--

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

(i) Delivery by railcar which shall be accomplished by spotting the railcar alongside the unloading manifold connection at the specified destination;

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

(A) If such activity has a railroad siding, by spotting the railcar alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

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

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

(i) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank.

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

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

(7) When delivery is made by truck to a Government facility--

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

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

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

(End of Delivery Conditions)

DETERMINATION OF QUANTITY

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

- (a) **FREE ON BOARD (F.O.B.) ORIGIN.** All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).
- (1) **DELIVERIES INTO TANKER OR BARGE.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or Shipping/shore tank measurement.
- (2) **DELIVERIES INTO PIPELINE.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a pipeline, the quantity shall be determined (at the Contractor's option) on the basis of calibrated meter; or shipping tank measurements.
- (3) **DELIVERIES INTO RAILCAR.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or, using calibrated scales; or certified capacity table for the railcar.
- (4) **DELIVERIES INTO TRUCK.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a truck, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter; or weight, using calibrated scales; or certified capacity table for the conveyance or container.
- (5) **DELIVERIES INTO INTERMODAL CONTAINER.** On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into an intermodal container, the quantity shall be determined (at the Contractor's option) on the basis of calibrated loading rack meter, loading either through top or bottom tank outlets (top loading requires loading gantry or "fall arrest" system), or certified capacity table for the container, or weight, using calibrated scales.

(b) **F.O.B. DESTINATION.**

- (1) **DELIVERIES BY TANKER OR BARGE.** On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the receiving tank system; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).
- (2) **DELIVERIES BY PIPELINE.** On items requiring delivery by pipeline on an f.o.b. pipeline junction or f.o.b. destination basis, the invoice quantity shall be determined (at the Government's option) on the basis of calibrated meters on the pipeline junction or the receiving tank system; or receiving tank measurements. F.o.b. pipeline junction is defined as the junction between a Contractor-owned or controlled pipeline and a Government-owned or controlled pipeline. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).
- (3) **DELIVERIES BY RAILCAR.** On items requiring delivery on an f.o.b. destination basis by railcar, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of calibrated meter on the receiving tank system; or weight, using calibrated scales at the receiving location; or certified capacity table for the railcar; or receiving tank measurements. All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).
- (4) **DELIVERIES BY TRUCK/INTERMODAL CONTAINER.** On items requiring delivery on a f.o.b. destination basis by truck or intermodal container, the quantity shall be determined—in the following order of preference:
 - (i) Calibrated temperature compensating meters on the receiving system (as identified in the schedule).
 - (ii) Calibrated temperature compensating meter on the delivery conveyance (as identified in the schedule).
 - (iii) Weight, using calibrated scales at the receiving location (as identified in the schedule).
 - (iv) Calibrated meters on the receiving system, requiring manual volume correction (as identified in the schedule).
 - (v) Loading ticket mechanically imprinted with the volume corrected (net) quantity. The ticket must be generated at the time of loading and be based on a calibrated loading rack meter or calibrated scales.
 - (vi) Calibrated meter on the delivery conveyance, requiring manual volume correction.
 - (vii) Loading ticket, not volume corrected (requiring manual volume correction).

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

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

(g) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or

international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor to the aforementioned measurement and calibrations standards. In addition, the following specific standards will be used as applicable:

- (1) API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and International Organization for Standardization (ISO) 91-1). Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine for the 2004 version of the standard will be the referee method.
- (2) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A; Volume VII, Tables 53A and 54A; or Volume IV, Tables 23A and 24A.
- (3) For lubricating oils, use Tables 5D and 6D, Tables 53D and 54D, or Tables 23D and 24D.
- (4) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B; Volume VIII, Tables 53B and 54B; or Volume V, Tables 23B and 24B.
- (4) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.
- (5) 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.
- (6) As an option to (b) (1) (v), liters may be converted to gallons using Table 1 (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.
- (7) If the original measurement is by weight and quantity is required in U.S. gallons, then—
 - (i) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.
 - (ii) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.
- (8) API MPMS, Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 12 months, whichever is more frequent. A meter calibration log/calibration certificates shall be maintained which as a minimum contains number/name of each meter; calibration frequency; date of the last calibration; due date for next calibration; name and signature of the person performing the calibration; traceability to master meter/prover used for calibration; and calibration report number.
 - (i) Each meter shall be marked with the date of the last calibration and due date for the next calibration. All calibration meter records and logs/certificates shall be kept on file

and made available upon request. All calibration records (including logs or certificates) shall be retained on file for a period of three years.

- (h) **API MPMS CHAPTER 12, CALCULATION OF PETROLEUM QUANTITIES.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

(i) 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).

(ii) 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).

Table 1: Conversion Factors		
Density @ 15°C	Gallons at 60°F to Liters at 15°C; Multiply by	Liters at 15°C to Gallons at 60°F, Multiply by
0.723 – 0.768	3.78286	0.26435
0.769 – 0.779	3.78309	0.26433
0.780 – 0.798	3.78334	0.26432
0.799 – 0.859	3.78356	0.26430
0.860 – 0.964	3.78381	0.26428
0.965 – 1.074	3.78405	0.26427

- (i) **SHIPPING DOCUMENTATION.** When the Contractor's shipping document (such as a truck's metered ticket) is used to determine, or verify, the payment quantity under this contract, the following information shall be provided on that shipping document: gross and net quantity (gallons or liters, as required), observed and corrected API gravity/density, and the temperature (Fahrenheit or Celsius) at which the product was measured. This information shall be mechanically imprinted on the shipping document. Although this will apply primarily to the use of meters in various applications, it also applies to any other quantity determination method. The following exceptions apply:
- (i) Where Government documents are the sole basis for payment, such as Department of Defense (DD) Form 250/250-1s, the information is not required.
 - (ii) Where conveyances with temperature-compensating meters are used, the shipping document shall only be annotated with the corrected API gravity/density, the net quantity, and a statement that a temperature-compensating meter was used to determine net quantity.
 - (iii) Where conveyances with temperature compensating meters are not used, the shipping document shall only be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.
- (j) **RIGHT TO REPRESENTATIVE.** For f.o.b. origin deliveries, the Government has the right to have a representative present to witness the measurement of quantity. For f.o.b. destination deliveries,

the Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(End of Determination of Quantity)

SHIPMENT AND ROUTING

- 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 Schedule or the order.
- b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on a f.o.b. origin basis, transportation equipment will be furnished by the Government. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at the Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:
 1. **Tankers and Barges.** Report to the Quality Assurance Representative (QAR).
 2. **Tank Cars.** Report to the QAR/Government Representative and Military Surface Deployment and Distribution Command, ATTN: Rail Fleet Manager, 1 Soldier Way, Scott AFB, IL 62225 or email usarmy.scott.sddc.mbx.dodx@mail.mil. Any shortage or overage of tank cars shall be similarly reported.
 3. **Pipeline, Transport Trucks, Trucks and Trailers, and Tank Wagons.** Report to the QAR/Government Representative and to carrier's general office, or to home base or station, of such equipment.
 4. In each case above, also report to the Defense Logistics Agency (DLA) Energy Regional Office having jurisdiction over the area in which shipment originates.
- c) If the supplies are to be delivered f.o.b. pipeline, barge, tank car, truck, transport truck, truck and trailer, or tank wagon
 1. For f.o.b. origin deliveries, unless otherwise directed by the DLA Energy Regional Office placing orders, the Contractor shall create shipments for transportation services using USBank's Syncada, with software and training to be provided by USBank. All Syncada users must complete the following annual training:
 - i. Certifying Officer Legislation (COL)
 - ii. Transportation Pay
 - iii. Advanced Syncada Training
 2. **Daily Load List.** For f.o.b. origin and destination truck deliveries, on each day truck(s) are loaded, the Contractor shall send by email a daily load list to the DLA Energy Regional Office having oversight of the contract and receiving locations.
 3. For f.o.b. origin truck deliveries:

- i. The Contractor shall upload all Bills of Lading (BOLs) at time of shipment transaction using USBank Syncada.
 - ii. The Contractor shall comply with transportation and routing instructions furnished by the DLA Energy Regional Office. 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.
 - iii. **Motor Carrier Performance Reporting.** 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 supplies made on the same day, to the same destination, against the same contract line item.
- d) On all tank car 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) When required by the contract, or requested by the Government, the Contractor shall furnish serially numbered seals and effectively seal all tank cars, transport trucks, trucks and trailers, and tankers and barges (where sea suction and overboard discharge valves are present), 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 DLA 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, with the exception of government-furnished tankers and barges, prior to loading to ensure that product loaded will not be lost or contaminated by the condition of the conveyance. (Authorization for the Contractor to participate in the inspection

of Government-furnished tankers and barges rests with QAR. The QAR has the right to inspect any Government-furnished conveyance prior to loading and, in the event the Contractor and the QAR disagree on the suitability to load such a conveyance, the determination of the QAR shall govern.) Only qualified Contractor personnel may perform inspections. In the case of tank trucks, Contractor may not delegate inspection responsibility to the 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 qualified Contractor personnel.

(End of Shipment and Routing)

SHIPMENT AND ROUTING (OVERSEAS)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange marshalling of railcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS, SHALLOW DRAFT TANKERS, BARGES, TRUCKS, AND RAILCARS.** Report to the Quality Representative (QR).

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

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

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial trucks to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all railcar shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a facsimile or electronic mail notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all railcars, trucks, tankers, shallow draft tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(End Shipment and Routing (Overseas))

ORDERS/DELIVERY TIME (LUBES/FSII)

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.

(End of Orders/Delivery Time)

SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

Receiving Report or Invoice and Receiving Report (Combo)

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

N/A

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

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

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

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

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

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

Routing Data Table*

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

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

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

(g) *WAWF point of contact.*

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

DESC-BTechTeam@dla.mil

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

(End of clause)

SECTION I CONTRACT CLAUSES

FAR 52.203-3 GRATUITIES (APR 1984)

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

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

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

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

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

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

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

(e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

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

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

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

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

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the

Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2025) (DEVIATION 2025-00004).

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

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

(2) [Reserved] (3) [Reserved] (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(6) [52.233-3](#), Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

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

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

☒ (3) [Reserved]__ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

☒ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101](#) note).

__ (6) [Reserved].

__ (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) [Reserved]__ (10) [Reserved]__ (11) [Reserved]

☒ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) ([31 U.S.C. 6101](#) note).

☒ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (14) [Reserved].

__ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

☐ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☐ (18)

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

☐ (ii) Alternate I (MAR 2020) of [52.219-6](#).

☒ (19)

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

☐ (ii) Alternate I (MAR 2020) of [52.219-7](#).

☐ (20) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025)([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☐ (21)

☒ (i) [52.219-9](#), Small Business Subcontracting Plan (JAN 2025) ([15 U.S.C. 637\(d\)\(4\)](#)).

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

☒ (iii) Alternate II (Nov 2016) of [52.219-9](#).

☐ (iv) Alternate III (JUN 2020) of [52.219-9](#).

☐ (v) Alternate IV (JAN 2025) of [52.219-9](#).

☐ (22)

☐ (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of [52.219-13](#).

☒ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

☐ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☐ (26)

(i) [52.219-28](#), Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of [52.219-28](#).

___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

___ (29) [Reserved]___ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

___ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O. 11755).

X (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JAN 2025)([E.O. 13126](#)).

___ (33) [Reserved]

___ (34)

(i) [Reserved]

___ (35)

(i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

___ (36)

(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

___ (37) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

___ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39)

(i) [52.222-50](#), Combating Trafficking in Persons (OCT 2025) (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).

___ (40) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (41)

(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.)

X (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

___ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

___ (44) [Reserved]

___ (45) [Reserved]

X (46) [52.223-23](#), Sustainable Products and Services (MAR 2025) (DEVIATION 2025-O0004)) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

___ (47)

(i) [52.224-3](#) Privacy Training (JAN 2017) ([5 U.S.C. 552](#) a).

___ (ii) Alternate I (JAN 2017) of [52.224-3](#).

___ (48)

(i) [52.225-1](#), Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (OCT 2022) of [52.225-1](#).

___ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (JAN 2025) of [52.225-3](#).
- ___ (iv) Alternate III (FEB 2024) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [Reserved]___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☒ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ([E.O. 13513](#)).
- ☒ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- ___ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ☒ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (61) [52.232-36](#), Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (62) [Reserved]
- ☒ (63) [Reserved]
- ___ (64) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- ☒ (65)

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

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(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 products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

___ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) ([49 U.S.C. 40118\(g\)](#)).

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

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

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

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

(e)

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

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

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).

(iii) [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).

(iv) [Reserved] (v) [Reserved]

(vi) [Reserved]

(vii) [Reserved]

(viii) [52.219-8](#), Utilization of Small Business Concerns (JAN 2025) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) [52.222-37](#), Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) [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](#).

(xv) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xvii) [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).

(xviii) [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).

(xix) [52.222-54](#), Employment Eligibility Verification (JAN 2025) ([E.O. 12989](#)).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

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

(B) Alternate I (JAN 2017) of [52.224-3](#).

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

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

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

(xxvi) [Reserved]

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

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

(End of clause)

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **March 31, 2029**.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of clause)

FAR 52.216-21 REQUIREMENTS (DEVIATION 2026-O0048) (MAR 2026)

(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 ordering period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **04/30/2027**.

Alternate III (Oct 1995). As prescribed in 16.505(d)(4), substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(End of Clause)

FAR 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

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

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

(End of clause)

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION 2026-O0007) (FEB 2026)

FAR 52.229-6 TAXES-FOREIGN FIXED-PRICE CONTRACTS (DEVIATION 2026-O0038) (FEB 2026)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.242-13 BANKRUPTCY (JUL 1995)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUL 2026)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Revolutionary Federal Acquisition Regulation (FAR) Overhaul:

<https://www.acquisition.gov/far-overhaul>

Department of Defense Federal Acquisition Regulation Supplement (DFARS):

<https://www.acq.osd.mil/DPAP/dars/dfarspgi/current/index.html>

Defense Logistics Agency Directive (DLAD):

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

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

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

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

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

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

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

DFARS 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2026-O0025) (JUNE 2026)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (JAN 2023)

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

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

DFARS 252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause—

Controlled unclassified information means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

Current means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and
(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status—

(i) Not older than 1 year for Final Level 1 (Self), with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and
(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

Cybersecurity Maturity Model Certification (CMMC) status means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

- (1) Final Level 1 (Self).
- (2) Conditional Level 2 (Self).
- (3) Final Level 2 (Self).
- (4) Conditional Level 2 (C3PAO).
- (5) Final Level 2 (C3PAO).
- (6) Conditional Level 3 (DIBCAC).
- (7) Final Level 3 (DIBCAC).

Cybersecurity Maturity Model Certification unique identifier (CMMC UID) means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

Federal contract information (FCI) means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

Plan of action and milestones means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-115 (32 CFR 170.21).

(b) *Framework*. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) *Duplication*. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) *Requirements*. The Contractor shall—

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: _____ *Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)* for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level required in paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis, an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) *Reporting*. The Contractor shall—

(1) Submit to the Contracting Officer—

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2) Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment required under the contract in SPRS.

(f) *Subcontracts*. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products or commercial services, excluding commercially available off-the-shelf items, if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

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

DFARS 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)DFARS 252.215-7992 ONLY ONE OFFER (MAR 2026) (DEVIATION 2026-O0048)

DFARS 252.215-7994 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (DEVIATION 2026-O0048)

DFARS 252.219-7996, SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)(FEB 2026)(DEVIATION 2026-O0037)

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

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

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

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

“Caribbean Basin country end product” —

(1) Means an article that—

(i) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(2) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(i) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(ii) Tuna, prepared or preserved in any manner in airtight containers; and

(iii) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item” —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” in section 2.101 of the Federal Acquisition Regulation);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means—

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services)

incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia

Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means—

(1) An unmanufactured end product mined or produced in a qualifying country; or

(2) An end product manufactured in a qualifying country if—

(i) The cost of the following types of components exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(ii) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that—

(1) Is mined, produced, or manufactured in the United States; or

(2) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to

its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(b) Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in the definition of "Caribbean Basic country end product" within paragraph (a) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

Person means—

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

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

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

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) The Contractor shall—

(1) Not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government; or

(2) Have a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(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 products.

(End of clause)

DFARS 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JUN 2023)

DFARS 252.225-7962 Threat Mitigation Support to Operations (JUNE 2026) (DEVIATION 2026-O0051)

(a) Definitions. As used in this clause—

“Covered activities” means activities in which a covered person or entity is—

- (1) Engaging in acts of violence against personnel of the United States or its partners and allies;
- (2) Providing financing, logistics, training, or intelligence to a person or entity engaging in acts of violence against personnel of the United States or its partners and allies;
- (3) Engaging in foreign intelligence activities against the United States or its partners and allies;
- (4) Engaging in transnational organized crime or criminal activities; or
- (5) Engaging in other activities that present a direct or indirect risk to United States or partner and allied missions and forces.

“Covered contract” means a contract that is performed outside the United States, including its outlying areas.

“Covered person or entity” means any person, corporation, company, limited liability company, limited partnership, business trust, business association, or other similar entity outside of the United States or any foreign reporting company in accordance with 31 U.S.C. 5336(a)(11)(A)(ii) that is responding to a covered solicitation or performing work on a covered contract.

“Covered procurement action” means an action taken by a head of contracting activity to—

- (1) Exclude a person or commercial entity from an award with or without an existing contract;
- (2) Terminate a contract for default or cause; or
- (3) Void, in whole or in part, a contract.

(b) Authority. This clause implements section 841 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 (Pub. L. 113-291) and section 823 of the NDAA for FY 2024 (Pub. L. 118-31). Sections 841 and 823 provide the Government the authority to mitigate and prevent covered activities by taking covered procurement actions.

(c) Compliance.

- (1) The Contractor and its personnel must be familiar with and comply with—
 - (i) Vendor Threat Mitigation (VTM) policies, including but not limited to the Department of Defense Directive 3000.16, Vendor Threat Mitigation; and

(ii) The VTM program established by the respective combatant command, including the orders, directives, and instructions issued by the Combatant Commander relating to VTM support to operations.

(2) The Contractor and its personnel must not engage in covered activities.

(3) The Contractor must exercise due diligence to mitigate covered activities from occurring under this contract and all subcontracts. Due diligence includes but is not limited to—

(i) Checking the list of prohibited or restricted sources in the System for Award Management (SAM) at www.sam.gov prior to subcontract award and at least monthly thereafter to ensure subcontractor eligibility;

(ii) Terminating or voiding, in whole or in part, any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the NDAA for FY 2015 and section 823 of the NDAA for FY 2024, unless the Contracting Officer provides to the Contractor written approval to continue the subcontract; and

(iii) Leveraging all available resources and tools to mitigate engagement in covered activities.

(4) The Contractor must notify the Contracting Officer immediately upon a finding of covered activities taking place under this contract.

(d) Subcontracts. The Contractor must include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

252.225-7975 Additional Access to Contractor and Subcontractor Records. (JUNE 2026)(DEVIATION 2026-00051)

(a) Authority. As authorized by sections 841 and 842 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2015 and section 823 of the NDAA for FY 2024, and in addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to support the Vendor Threat Mitigation Programs established by combatant commanders.

(b) Subcontracts. The Contractor must include the substance of this clause, including this paragraph (b), in subcontracts, including subcontracts for commercial products and commercial services, that will be performed outside the United States and its outlying areas.

(End of clause)

DFARS 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL BUSINESS OPERATIONS (FEB 2024)(DEVIATION 2024-O0006, REVISION 1)

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

“*Business operations*” means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel,

products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include—

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

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

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

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

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

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

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

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

Fossil fuel company means an entity or individual that—

(1) Carries out oil, gas, or coal exploration, development, or production activities;

(2) Processes or refines oil, gas, or coal; or

(3) Transports, or constructs facilities for the transportation of, Russian oil, gas, or coal.

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

(1) An authority of the government of the Russian Federation; or

(2) A fossil fuel company that operates in the Russian Federation, except if the fossil fuel company transports oil or gas—

(i) Through the Russian Federation for sale outside of the Russian Federation; and

(ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

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

(End of clause)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (JAN 2023)

DFARS 252.229-7005 TAX EXEMPTIONS (SPAIN) (MAR 2012)

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

DFARS 252.240-7007 PROHIBITIONS RELATING TO CHINESE MILITARY COMPANIES (JUN 2026) (DEVIATION 2026-O0025)

DFARS 252.240-7997, NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (FEB 2026) (DEVIATION 2026-O0015)

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

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023)

252.244-7999, SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (FEB 2026) (DEVIATION 2026-O0015)

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

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

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

(2) Supply Chain Traceability Documentation

(i) Supply chain traceability documentation shall include: basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.

(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers. For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website(<https://www.dla.mil/Land-and-Maritime/Business/Selling/Counterfeit-Detection-Avoidance-Program/>).

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

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

(End of C03 Procurement Note)

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, contract texts.

(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.

(End)

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

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

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

(End)

SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 – C & E QAPS

ATTACHMENT 2 – SMALL BUSINESS SUBCONTRACTING PLAN FORM (DEC 23)

ATTACHMENT 3 – SOLICITATION FILL-INS

ATTACHMENT 4 – OET APPLICATION PROCESS - AMPS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

FAR 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2026-O0038) (FEB 2026)

FAR 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-O0038) (FEB 2026)

FAR 52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUNE 2026)

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (FEB 2026)

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

ADDENDA TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (AUG 2026)

(a) *Submission of offers.* The following is hereby added:

(7) Offers are invited on the basis of both f.o.b. origin and f.o.b. destination, and the Government will award on the basis the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of f.o.b. origin only or f.o.b. destination only is acceptable, but will be evaluated only on the basis submitted.

(8) All price, quantity, delivery, and transportation terms as specified in the Offer Entry Tool and Offeror Submission Package. All offerors shall return Attachment 6 – Solicitation Fill-Ins and Attachment 10 -F76 Traceability Sheet. Multiple PDF attachments are allowed to be uploaded with an offer. There are no size restrictions. When you submit your offer in OET, a SF1449 that contains your electronic signature will be included as part of your offer submission package. If you wish to submit an SF1449 signed by someone other than the individual submitting the offer in the OET, you must upload it as a separate attachment in the OET.

(9) Offered prices must be tied to Base Commodity Prices in the OET, in accordance with (IAW) ECONOMIC PRICE ADJUSTMENT (BULK).

(10) All exceptions, including any price Commodity Price Index exceptions, must be entered in the OET.

(11) Supply commitment letter(s) (if applicable) must be uploaded in OET IAW EVIDENCE OF RESPONSIBILITY.

(12) Additive prices must be included if offer includes additives.

(13) Complete clauses as prescribed in the solicitation, its attachments and in the OET.

(b) *Period for Acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 270 calendar days from the date specified for receipt of offers.

(d) *Contract award (not applicable to Invitation for Bids).* The following is hereby added: The Government may evaluate offers and award a contract after conducting discussions with offerors whose offers have been determined to be within the competitive range. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint.

(End of Addenda)

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

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

FAR 52.216-1 TYPE OF CONTRACT () (MAR 2026)

The Government contemplates award of a **Fixed Price Requirements contract with Economic Price Adjustment** contract resulting from this solicitation.

(End of provision)

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

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in [52.222-50\(b\)](#) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

FAR 52.233-2 SERVICE OF PROTEST (FEB 2026)

(a) Protests, (as defined in section [33.102](#)), that are filed directly with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgement of receipt from them.

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

(End of provision)

DFARS 252.204-7025 NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions.* As used in this provision, *controlled unclassified information (CUI)*, *current, Cybersecurity Maturity Model Certification (CMMC) status*, *Cybersecurity Maturity Model Certification unique identifier (CMMC UID)*, *Federal contract information (FCI)*, and *plan of action and milestones* have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level.* The CMMC level required by this solicitation is: _____ [Contracting Officer insert: CMMC Level 1 (Self); CMMC Level 2 (Self); CMMC Level 2 (C3PAO); or CMMC Level 3 (DIBCAC)]. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation—

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (<https://piee.eb.mil>) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones.* If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers.* The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

DEFARS 252.215-7013 SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS (JUL 2026) (DEVIATION 2026-O0048)

DFARS 252.215-7992 ONLY ONE OFFER (MAR 2026) (DEVIATION 2026-O0048)

DFARS 252.215-7994 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—BASIC (MAR 2026) (DEVIATION 2026-O0048)

DFARS 252.215-7996 NOTIFICATION TO OFFERORS—POSTAWARD DEBRIEFINGS (MAR 2026) (DEVIATION 2026-O0048)

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

DLAD L06 AGENCY PROTESTS (DEC 2016)

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

(End of DLAD L06 Text)

EVIDENCE OF RESPONSIBILITY

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

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

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

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

(d) If the offeror changes its source of supply, such change must be made no later than the time specified for the submission of Final Revised Proposals. A notice of a change in the offeror's source of supply should include the documentation set forth in (c) above.

(e) Failure to comply with the above wording may result in a determination of nonresponsibility by the Contracting Officer.

(End of Evidence of Responsibility)

SECTION M EVALUATION FACTORS FOR AWARD

FAR 52.212-2 EVALUATION -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Deviation 2026-O0038) (FEB 2026)

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

(a) Evaluation factors. 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 will be used to evaluate offers:

FACTOR 1: TECHNICAL ACCEPTABILITY

The following subfactors are equal in importance:

SUBFACTOR
1. Supplies or Services and Prices/Costs, Section B (i) Offer meets all schedule requirements in Section B. (ii) Offered line items meet the delivery requirements of the schedule for lubricants required. (iii) Offered line items meets the delivery requirements of the schedule for mode and (FOB) point. (iv) Offer line item meets the required minimum and maximum quantity of the schedule.
2. Description/Specifications/Statement of Work, Section C (i) Offer meets all specification requirements outlined in Section C provisions. (ii) Certification Requirements <u>Qualified Products List (QPL) Requirements:</u> LTL, LO6, LA6 products are required to go through the QPL certification process. Time to achieve QPL status is typically approximately 18 months and certification is required prior to offering on this solicitation. More information on the QPL process can be found in the product specification. Offeror shall ensure that the source plant serving as the manufacturing (or filling point) is approved on the Qualified Products Database (QPD). To access the information, select the link to the ASSIST website at https://quicksearch.dla.mil <u>First Article Testing (FAT) Requirements:</u> Lubricating Oil, Catapult Launch Engine (CLB) product is required to go through the First Article testing process. Certification is required prior to offering on this solicitation and a Certificate of Analysis (COA) or Certificate of Quality (COQ) must be submitted with the Offeror Submission Package (OSP). The FAT process entails certification by a QAR of the manufacturing/blending, sampling, shipping and full specification testing process of the product. The FAT requirement is referenced in the product specification. Prior FAT certification remains valid unless the Contracting Officer or Contracting Officer Representative formally notifies the vendor that a new or updated certification is required due to a specification revision, a formal change in the DLA Energy Quality Assurance Provision (QAP), or formal directive (written notification) from the Technical Warrant Holder. <u>Commercial Product Requirements:</u> Lubricating Oil, Engine L40 product is required to follow requirements in the Quality Assurance Provision (QAP) C16.62 included in Attachment 1. Provide a Certificate of Analysis when submitting the Offeror Submission Package (OSP).
3. Inspection and Acceptance, Section E (i) Offer meets all inspection requirements outlined in Section E Provisions. (ii) Offeror demonstrates an understanding of the quality assurance requirements in Quality Assurance Provisions (QAP) E1 of the solicitation by: 1) Certifying that it has a Quality Control Plan (QCP), applicable to a DLA Energy bulk petroleum contract, on file with DLA Energy that is no more than 24 months old; or 2) Providing an outline, estimated to be no more than two pages in length, of a proposed QCP describing the offeror's current inspection system and quality assurance procedures, with

references to the corresponding requirements in provisions QAP E1.
4. Deliveries or Performance, Section F (i) Offer meets all requirements outlined in Section F provisions. (ii) Offer includes completed information under Sources of Supply (monthly production capacity for each source of supply and shipping points supplied by each refinery/source of supply) for all products and shipping points. (iii) Offer includes completed information under Parcel Shipping Sizes and Daily Capacity for all products, modes and shipping points offered.

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

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

UNACCEPTABLE: The offeror’s proposal does not meet any one or more of the following requirements: the Government’s supply and schedule requirements in Section B, product specifications in Section C, product quality assurance in Section E, and delivery/transportation requirements in Section F.

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

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

An offer that includes an exception to any solicitation requirement in Section B, C, E, or F will be rated technically unacceptable under the appropriate technical evaluation subfactor unless the exception is explicitly accepted by the Government in writing during negotiations, or the offer is subsequently revised to remove the exception. Any exception/deviation to the solicitation that is not in Section M of the OSP or in an attachment compliant with subsection (f) of EVALUATION (EXCEPTIONS/DEVIATIONS) (BULK) will not be considered and will be rejected, regardless of whether the exception/deviation is explicitly labeled as an exception or a deviation. Offerors shall provide written details during negotiations to address all technical issues and/or exceptions that the Government has identified as “Unacceptable” prior to the submission of Final Proposal Revisions. FPRs are the final opportunity to revise proposals to address any technical acceptability issues. If a FPR includes an unresolved technical issue or an exception that is not acceptable to the Government, the offer will be found technically unacceptable and ineligible for award.

The Contract/Price Team is responsible for addressing “Unacceptable” ratings, questions, clarifications, and/or comments posed by Technical Team members and relative to each offeror’s proposal during

negotiations. Offerors must provide additional details or offer revisions in the OET to address all areas rated “Unacceptable” prior to the due date and item specified for Final Proposal Revisions, which the Government will review for acceptance.

FACTOR 2: PRICE

Fixed Price with Economic Price Adjustment (EPA) contracts will result from this solicitation. The Contract Team will evaluate proposals for pricing purposes in accordance with FAR 52.212-2. The lowest price is defined as the lowest laid-down price, to include transportation costs which will provide the basis to make awards. The Government will award a contract or a group of contracts to the lowest price, technically acceptable, offeror in a manner resulting in the lowest overall cost to the Government for the solicited items as a whole, in accordance with the other evaluation clauses contained in the solicitation. Transportation rates will be included for intermodal containers and truck modes in accordance with EVALUATION OF OFFERS – (OTHER THAN F.O.B. TANKER).

REVIEW OF INITIAL PROPOSALS

All proposals received in response to the solicitation will be reviewed and evaluated in accordance with this plan. Proposal prices will be redacted in the documents provided to the technical team. Each proposal received will be evaluated solely against the requirements set forth in the solicitation. A proposal will not be compared relative to another proposal received or to requirements that are not in the solicitation.

The Government’s objective is to ensure that contracts are awarded to responsible offerors, who have the ability to perform a contract under this solicitation and which also represents the overall best value to the Government based on technical acceptability and price.

After all SSEB evaluators have completed their independent evaluations, they will confer as a group under the direction of the SSEB Chairperson via email, teleconferences, and/or face-to-face meeting. Once discussions are complete, the SSEB Chairperson will prepare a written consensus report that rates each proposal against the evaluation criteria for each factor to determine an overall rating for each proposal. Included in the consensus report will be a narrative summary containing a technical analysis that justifies the rating for each evaluation criteria and the justification for the overall rating given to each proposal.

After each proposal has been evaluated, discussions will be held with each offeror within the competitive range if warranted. All offerors will have an opportunity to make revisions to submitted proposal during negotiations and to submit a final proposal revision unless the offeror should choose to withdraw before the time final proposal revisions are requested.

REVIEW OF FINAL PROPOSALS

The above procedures will be repeated when revised proposals are received. The award recommendations will set forth rationale supporting the recommendation of the SSEB based on the final revised proposals. Good business judgment will be applied in making the award recommendations. The SSA is not bound to select for award the offerors recommended by the SSEB. During final negotiations, vendors will be given the opportunity to lower their final bid prices during Final Proposal Revisions.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

FAR 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; *i.e.*, options will not be included in the evaluation for award purposes.

(End of provision)

EVALUATION (ALTERNATE COMMODITY PRICE INDEX)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to offer prices based on alternate Commodity Price Index in order to account for the difference in volatility between alternate Commodity Price Index and DLA Energy's default Commodity Price Index. Any Commodity Price Index approved for use other than the default Commodity Price Index are known as alternate Commodity Price Index. Applying the evaluation factor to offer prices based on alternate Commodity Price Index allows for evaluation of offers based on the relationship between the alternate Commodity Price Index and the default Commodity Price Index over a 12-month period. Offers based on the default Commodity Price Index are not subject to an evaluation factor.

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

(c) For the purposes of section (b) above, each Commodity Price Index's 12-month averages are calculated by averaging the respective Commodity Prices (as per B SUPPLEMENT ECONOMIC PRICE ADJUSTMENT OVERSEAS BULK) for each day during the full 12 months prior to the Base Commodity Price (BCP) date (e.g., if the BCP date is February 16, 2021, the prior 12-month period is February 2020 - January 2021).

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

	DEFAULT COMMODITY PRICE INDEX	ALTERNATE COMMODITY PRICE INDEX
Base Commodity Price	\$1.90	\$1.85
12-month average	\$2.00	\$1.93
Difference	\$-0.10	\$-0.08
Evaluation Factor		\$-0.02

(End of EVALUATION ALTERNATE ESCALATORS)

RIGHT TO APPLY F.O.B. ORIGIN OFFER

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

(End of RIGHT TO APPLY F.O.B. ORIGIN OFFER)

EVALUATION - ALL OR NONE

(a) Definitions. As used in this text "All or None Offer" means a conditional offer of item(s) that are "tied" to other offered items. For example, an offeror may submit a proposal stating "If awarded Item 0020, Items 0019 and 0021 must also be awarded."

(b) Evaluation of All or None Offers.

- (1) Offers submitted on an "All or None" basis will be evaluated in the aggregate via the Bid Evaluation Model (BEM) in accordance with 52.212-2 Evaluation—Commercial Products and Commercial Services; the award for those items "tied" together will be made at the lowest overall cost to the Government, price and other factors considered.
- (2) Offerors may specify a minimum quantity for award; award will be made at the lowest overall cost to the Government, price and other factors considered.
- (3) Offerors may not tie different products together. For example, JP5 offers may not be tied together with JAA offers. Such offers will be rejected as unacceptable.
- (4) Offerors may not tie together the product or quantity from one refinery with the product or quantity from a separate refinery, nor include an overall minimum quantity for award that ties together the products or quantities of separate refineries. Such offers will be rejected as unacceptable.

(End of EVALUATION – ALL OR NONE)

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

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

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

(End of EVALUATION)

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

(a) Transportation rates and related costs shall be used in the evaluation of f.o.b. origin bids and proposals for all methods of delivery other than ocean-going tanker. The best available transportation rates and related costs in effect on or to become effective prior to the expected date of initial shipment, and on file or published at the date of the bid opening or initial proposal due date, shall be used in the evaluation. However, when transportation rates and related costs that cover the traffic are filed or published after the bid opening or initial proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation.

(b) In addition to the requirements of paragraph (a), truck rates will be selected for evaluation purposes according to the following hierarchy:

- (1) In accordance with existing Government transportation contracts;
- (2) The lowest published point-to-point, zone-to-zone, or state-to-state tender;
- (3) Published state-to-region or region-to-state rates;
- (4) Published region-to-region rates;
- (5) Published region-to-9C or 9C-to-region rates;
- (6) Quotation rates (rates from carriers participating in Powertrack will take precedence over those of non-Powertrack carriers);
- (7) Published CONUS-wide rates, also known as 9C-to-9C rates or mileage rates.

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

(d) When Government property is to be furnished and shipped by the Government under a contract to a point specified by the prospective supplier in its bid or proposal, transportation costs shall be a cost factor in the evaluation of bids or proposals.

(End of EVALUATION OF OFFERS)

EVALUATION (EXCEPTIONS/DEVIATIONS)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.

(b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either—

- (i) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
 - (ii) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates in Section M of its Offer Submission Package (OSP) the extent to which any product offered differs from the required specification(s).

- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates in Section M of the OSP the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is in reference to any aspect of the solicitation not covered by subsections (c) or (d) of this provision, the offer can be considered provided the offeror clearly indicates in Section M of the OSP the extent to which its offer differs from the solicitation.
- (f) If the character limitation in Section M of the Offeror Evaluation Tool (OET) prevents the offeror from clearly detailing its exceptions, the offeror may include one attachment not to exceed two pages in length labeled "Section M - Exception Requests" where it consolidates and details all exceptions to the solicitation. If such an attachment is used, the offeror must clearly state in Section M of its OSP that the exceptions are in the properly labeled attachment.
- (g) Any exception/deviation to the solicitation that is not in Section M of the OSP or in an attachment compliant with subsection (f) of this provision will not be considered and will be rejected, regardless of whether the exception/deviation is explicitly labeled as an exception or a deviation. Any exception/deviation to the solicitation shall be considered rejected unless the Government explicitly accepts the exception/deviation in writing during negotiations.
- (h) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(End of EVALUATION)

(End of Solicitation)