

**INFORMATION TO OFFERORS
COVER SHEET**

SOLICITATION: SPE605-26-R-0219
(KOREA, POST, CAMPS & STATIONS (PC&S) 1.8V)

THE ENCLOSED SOLICITATION COVERS THE FOLLOWING:

PERIOD OF PERFORMANCE
01 FEBRUARY 2027 THROUGH 31 JANUARY 2030

PART: U.S. GOVERNMENT PROCUREMENTS

CLASS CODE: 91 – FUELS, LUBRICANTS, OILS AND WAXES

ISSUING OFFICE:

Defense Logistics Agency - Energy
ATTN: DLA-ENERGY-FEPAB,
Colleen Fantasia
8725 John J. Kingman Road, Suite 3938
Ft. Belvoir, VA 22060-6222

ITEMS TO BE PURCHASED:

VARIOUS FUEL PRODUCTS, DISTILLATES, AND RESIDUALS FOR THE DEPARTMENT OF DEFENSE (DOD) THROUGHOUT KOREA.

GOVERNMENT POINTS OF CONTACT FOR INFORMATION:

COLLEEN FANTASIA
(571) 363-8706

COLLEEN.FANTASIA@DLA.MIL

KIMBERLY BINNS
(571) 767-9519

KIMBERLY.BINNS@DLA.MIL

WEB ADDRESS: [HTTP://WWW.ENERGY.DLA.MIL](http://WWW.ENERGY.DLA.MIL)

RESPONSES DUE: ALL REQUIRED DOCUMENTS SUBMITTED AS PART OF AN OFFEROR'S PROPOSAL MUST BE RECEIVED NO LATER THAN OCTOBER 30, 2026; 9:00 AM, EASTERN STANDARD TIME (EST), FORT BELVOIR, VA LOCAL TIME

DELIVERY PERIOD: 48 HOURS AFTER 01 FEBRUARY 2027 THROUGH 31 JANUARY 2030 (30 DAYS AFTER END OF THE ORDERING PERIOD)

ADDITIONAL INFORMATION:
SEE NOTES AND ATTACHED PAGES

KOREA, POSTS, CAMPS & STATIONS (PC&S)
PP 1.8V – Combined Synopsis/Solicitation SPE605-26-R-0219

- 1) This is combined synopsis/solicitation for commercial products or commercial services prepared in accordance with FAR part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number SPE605-26-R-0219 is issued as a request for proposal (RFP).

This acquisition is not set-aside for small business concerns. This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at <https://www.acquisition.gov/far-overhaul>, or Attachment E – Provisions and Clauses.

Defense Priorities and Allocations System (DPAS) and assigned rating: **DO**

- 2) This combined synopsis/solicitation incorporates provisions and clauses, with the same force and effect as if they were given in full text. The full text of the referenced clause and provision in this solicitation may be accessed electronically at <https://www.acquisition.gov/far-overhaul> or in Attachment E. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its offer. Offerors are notified that all proposals shall be submitted in English, using U.S. dollars as currency and U.S. gallons for unit of measurement. **No other language, currency, or unit of measurement will be accepted.**

3) **DESCRIPTION OF REQUIREMENT:**

The Line Item narrative can be found in Attachment A. All interested vendors must review the Line Item Narrative and shall provide proposals for the requested products. See below for a description of the line item number, the location, the requested products, the associated product code, and the estimated quantity over a three (3) year period.

KDR: NSN 9140-01-534-3068

Total Quantity: 15,988,828 USG

MUM: 9130-01-272-0983

Total Quantity: 2,307,896 USG

MUR: 9130-00-148-7103

Total Quantity: 181,958 USG

Line Item	City	Product	Quantity (USG)
1	Camp Carroll, Area 4	MUM	181,476.00
2	CP Casey, Area 1	MUM	121,860.00
3	NAVSUP FLC Site Chinhae	MUR	110,610.00
4	NAVSUP FLC Site Chinhae	KDR	68,250.00
5	River Bend Golf Course	MUM	11,880.00
6	Daegu AB	KDR	63,864.00
7	Gimhae AB	KDR	322,560.00
8	Gwang JU AB	KDR	205,956.00
9	Suwon AB	KDR	1,552,356.00

KOREA, POSTS, CAMPS & STATIONS (PC&S)
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Line Item	City	Product	Quantity (USG)
11	Osan	KDR	1,138,860.00
12	Gimhae AB	KDR	12,456.00
13	Kunsan AB	KDR	640,476.00
14	Gwang JU AB Korea	MUM	11,844.00
15	Gwang JU AB Korea	KDR	32,796.00
16	Camp Humphreys, Area 3	MUM	357,300.00
17	Osan AB	KDR	660,000.00
18	K-16 Seoul AB	MUM	123,768.00
19	K-16 Seoul AB	KDR	52,128.00
20	Suwon AB	MUM	7,740.00
21	Suwon AB	KDR	205,740.00
22	W1FD USA Garrison Red Cloud	KDR	3,042,000.00
23	W6B0 USA TNG SPT ACTV Korea	KDR	460,000.00
24	W395 USA TNG SPT ACTV Korea	MUR	2,000.00
25	W395 USA TNG SPT ACTV Korea	KDR	385,560.00
26	W395 USA TNG SPT ACTV Korea	MUR	3,348.00
27	W395 USA TNG SPT ACTV Korea	KDR	65,304.00
28	W6B1 USA Garrison Daegu	KDR	108,000.00
29	W6B1 USA Garrison Daegu	KDR	30,000.00
30	W6B1 USA Garrison Daegu	KDR	81,000.00
31	W6B1 USA Garrison Daegu	KDR	92,988.00
32	Kunsan DFSP	KDR	61,800.00
33	Camp Walker Area 4	MUM	31,000.00
34	Yongsan Area 2	MUM	37,000.00
35	Camp Mujuk (HM-14 DET)	KDR	58,392.00
36	New Gisoutak Central Utility Plant	KDR	81,000.00
37	Camp Mujuk	MUR	66,000.00
38	W397 USA Pusan Storage FAC Co	MUM	4,968.00
39	Taegu AB	KDR	239,328.00
40	Daegu AB	MUM	300,000.00
41	Gimhae AB	MUM	396,000.00
42	Kunsan AB	MUM	720,000.00
43	Osan AB	MUM	3,060.00
44	Camp Carroll, Area 4	KDR	1,390,608.00
45	CP Casey, Area 1	KDR	268,704.00
46	River Bend Golf Course	KDR	1,000.00
47	Camp Humphreys, Area 3	KDR	40,000.00
48	Camp Mujuk	KDR	2,449,908.00
49	Kyong Sang Buk DO	KDR	50,976.00

KOREA, POSTS, CAMPS & STATIONS (PC&S)
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Line Item	City	Product	Quantity (USG)
50	Warrior Base Mexico Range	KDR	216,000.00
51	W3BH USA Garrison Humphreys	KDR	180,000.00
52	W397 USA Pusan Storage FAC Co	KDR	10,000.00
53	Camp Walker Area 4	KDR	87,000.00
54	Yongsan Area 2	KDR	39,000.00
55	Camp Humphreys	KDR	20,000.00
56	W6B0 USA Garrison Yongsan	KDR	350,000.00
57	Camp Mujuk	KDR	30,000.00
58	Gwangyang Port Exercise	KDR	1,200.00
59	High Point	KDR	54,000.00
60	FOS Carroll	KDR	4,000.00
61	Camp Carroll	KDR	5,500.00

- 4) **CLARIFICATION:** Any reference to DAY(s) within the solicitation should be considered BUSINESS DAY(s) (Monday through Friday). Hours of operation listed in the schedule (Attachment A) are for Korea's time zone, and any other reference to hours/time, unless otherwise stated, within the solicitation will be for Eastern Standard Time (EST). Any reference to Holidays should be considered U.S. Holidays unless otherwise stated. Any reference to BIMONTHLY should be considered twice a month, unless otherwise noted. All quantities listed on the schedule (Attachment A) are estimates.
- 5) This procurement is being issued as **UNRESTRICTED**. North American Industrial Classification Standard (NAICS): **324110** Small Business Size Standard: **1500 employees or refining no more than 200,000 barrels per calendar day**.
- 6) In accordance with FAR 52.216-1 Type of Contract (April 1984) The Government contemplates award of a Fixed-Priced, Requirements contract with Economic Price Adjustment (EPA) contract resulting from this solicitation. Resultant requirements will have a Period of Performance from Date of Award through 31 January 2030.
- 7) **SOLICITATION CLOSING DATE:** The deadline to submit offers is October 30, 2026, at 9:00 AM Fort Belvoir, VA time. Offeror must be submitted via the Offer Entry Tool (OET). In addition to OET submission your offer and all required documents must be emailed to Colleen.Fantasia@dla.mil and Kimberly.Binns@dla.mil. It is recommended that you submit your proposal no later than 4:00 PM Ft Belvoir VA Time, the day before the closing date, and confirm receipt of proposal.

NOTE: The Government anticipates receiving new requirements through the performance period. Therefore, solicitation SPE60526R0219 will remain open until 31 January 2030, for any new lines items to be solicited. As new requirements are received, the Government will issue amendments to the solicitation with new closing dates for the new requirements and provide all offerors with an opportunity to compete for the new line items. This is an open continuous solicitation with successive closing dates. The first closing date is October 30, 2026, and is for 61 line items contained in this first closing. Solicitation SPE60526R0219 has a performance period of 1 February 2027 through 31 January 2030.

8) **PROPOSAL SUBMISSION GUIDANCE:**

- a) To be valid all offerors submitting proposal packages under the subject solicitation must be registered in the following systems at the time of offer submittal.

- i) System for Award Management (SAM) at <https://www.SAM.gov>
 - ii) Wide Area Workflow (WAWF) at <https://www.wawf.eb.mil> (which includes myInvoice)
 - iii) DLA Internet Bid Board System (DIBBS) <https://www.dibbs.bsm.dla.mil>
- b) All offer prices shall be submitted through the Posts, Camps and Stations (PC&S) Offer Entry Tool (OET).
- i) PC&S OET is an external web application which allows prospective PC&S ground fuel offerors to securely bid on DLA Energy fuel solicitations. Offerors must be registered in the PC&S OET application to submit offer prices. To gain access to PC&S OET, offerors must request the applicable user roles via the Account Management and Provisioning System (AMPS) website at: <https://amps.dla.mil>.
 - ii) Please use the attached instruction titled, “AMPS Role Guide-Attachment-F” to obtain an AMPS account if you do not already have one.
 - iii) Once the AMPS registration process is complete, access AMPS with your username and password to request access to the PC&S Ground Vendor Role OET-100. You will be notified by email once your OET access is granted.
 - iv) After you obtain access to OET, you will be able to select a solicitation to offer on and submit your offer prices via OET using the attached instructions titled, “PC&S OET Vendor Guide.” (**Attachment-H**).
- c) If you experience trouble registering or if additional assistance is needed, please send an email to the DLA Enterprise Help Desk at DLAEnterpriseHelpDesk@dlamail.mil or call toll free (855)352-0001 and select the option for assistance with AMPS.
- d) In the event of technical issues on the part of OET that prevent an offeror from successfully entering offer data in OET, the offeror must immediately notify both Government’s Points of Contact via email at Colleen.Fantasia@dlamail.mil and Kimberly.Binns@dlamail.mil to request allowance for offeror’s manual offer submission using Price Data Sheets. Nevertheless, the offerors are still responsible for entering offer data through OET upon its return to a fully functioning state.
- 9) Offerors may submit questions in writing via email to Colleen Fantasia, Colleen.Fantasia@dlamail.mil, and Kimberly Binns, Kimberly.Binns@dlamail.mil, **no later than October 13, 2026 at 11:00 AM Fort Belvoir, VA time**. All responses to questions, which may affect offers, will be consolidated and answered via an official Question and Answer (Q&A) amendment to the solicitation.
- 10) **ACKNOWLEDGEMENT OF AMENDMENTS:** If issued, all offerors must acknowledge receipt of any amendments to this solicitation. An offeror’s designated agent can do this by completing Block 8, signing, and returning one (1) copy of the amendment to Colleen.Fantasia@dlamail.mil and Kimberly.Binns@dlamail.mil. Offeror’s designated agent must ensure Blocks 15A, 15B, and 15C of the Standard Form 30 are completed.
- 11) **AWARD WITHOUT NEGOTIATION:** Offerors are directed to **FAR 52.212-1(d), INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**. While the Government intends to evaluate proposals in accordance with **FAR 52.212-2 EVALUATION-- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**, Lowest Price Technically Acceptable Source Selection process, and award a contract without negotiations, it reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. Therefore, those participating are advised to submit their best prices with their initial offer. If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award a contract after conducting negotiations with Offerors

whose proposals have been determined to be within the competitive range.

- 12) **NEGOTIATIONS:** Negotiations under this solicitation will be conducted primarily in writing (via email), and/or by telephone, and by authorized negotiators. Offers are expected to submit proposals in full compliance with all terms and conditions of this solicitation. Any exceptions to the terms and conditions of this solicitation will result in the Government's determination that either: (1) The exception is material enough to warrant rejection of the offer in part or in full; or (2) The exception is acceptable. All exceptions must be submitted in a separate attachment clearly labeled exceptions in order to be considered.
- 13) **ECONOMIC PRICE ADJUSTMENT AND BASE REFERENCE PRICE:** Please refer to SUPPLEMENTAL TEXT ECONOMIC PRICE ADJUSTMENT - PETROLEUM PRODUCT PRICE, POST, CAMP, AND STATION (PC&S)(DLA ENERGY). The base reference date is 8 June 2026. Offerors MUST use the publication listed for each line-item schedule as the escalation reference for their offer prices. After award, the contract price for all Line Items will escalate/de-escalate daily (Monday through Friday, and any deliveries made on Saturday and Sunday will use Friday's Price.) in accordance with the above Economic Price Adjustment clauses based upon the prescribed escalation publication referenced in the solicitation. Price changes are not based on product cost or vendor profit margin. After award DLA Energy will provide updated contract prices daily under "Vendor Resources/PriceAdjustments" on the DLA Energy homepage at www.energy.dla.mil
NOTE: No alternate escalators will be accepted.
- 14) **NOTICE OF VOIDABILITY:** Any contract awarded to an offeror who at the time of award was suspended, debarred or ineligible for receipt of contracts with any government agency or in receipt of proposed debarment from any government agency is voidable at the option of the government.
- 15) One or more of the items under this acquisition is subject to the World Trade Organization Government Procurement Agreement and Free Trade Agreements.
- 16) Offeror(s) selected for award by the Contracting Officer shall be ready to deliver fuel in accordance with the contract requirements within **48 hours** after period of performance start date.
- 17) DLA Energy may conduct pre-award surveys to assist in determining responsibility. If an offeror does not pass a pre-award survey, it shall reflect negatively against the offeror's responsibility determination.
- 18) **Offerors are reminded that all fillable clauses and supplemental guidance must be completed and returned.**

PROVISIONS AND CLAUSES INCORPORATED BY REFERENCE

The FAR and DFARS clauses below are applicable to the acquisition and are incorporated by reference.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html, and https://www.dla.mil/Portals/104/Documents/J7Acquisition/DLAD_REV-5_PGI_12-Jan-2026.pdf.

FAR 52.252-2 SOLICIATION CLAUSE INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far-overhaul>, <https://www.acquisition.gov/dfars>, and <https://www.acquisition.gov/dlad/defense-logistics-acquisition-directive>.

Clause	Description	Date
FAR 52.212-4	Terms and Conditions – Commercial Products and Commercial Services (DEVIATION 2026-O0043)	FEB 2026
FAR 52.203-3	Gratuities	APR 1984
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government Alt. I	NOV 2021
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
FAR 52.203-12	Limitation on payments to Influence Certain Federal Transactions	JUN 2020
FAR 52.203-13	Contractor Code of Business Ethics	NOV 2021
FAR 52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
FAR 52.204-13	System for Award Management – Maintenance (DEVIATION 2026-O0038)	FEB 2026
FAR 52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
FAR 52.209-5	Certification Regarding Responsibility Matters (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-7	Information Regarding Responsibility Matters (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION 2026-O0038)	FEB 2026
FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION 2026-O0038)	FEB 2026
FAR 52.222-50	Combatting Trafficking In Persons (DEVIATION 2026-O0038)	FEB 2026
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts (DEVIATION 2026-O0038)	FEB 2026
FAR 52.229-11	Tax on Certain Foreign Procurements—Notice and Representation (DEVIATION 2026-O0038)	FEB 2026
FAR 52.229-12	Tax on Certain Foreign Procurements (DEVIATION 2026-O0038)	FEB 2026
FAR 52.232-17	Interest	MAY 2014
FAR 52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
FAR 52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
FAR 52.233-2	Service of Protest (DEVIATION 2026-O0038)	FEB 2026
FAR 52.233-3	Protest after Award (DEVIATION 2026-O0038)	FEB 2026
FAR 52.233-4	Applicable Law for breach of Contract Claim (DEVIATION 2026-O0038)	FEB 2026
FAR 52.242-13	Bankruptcy	JUL 1995
FAR 52.247-34	F.O.B. Destination	JAN 1991
FAR 52.252-6	Authorized Deviations in Clauses	NOV 2020
FAR 52.253-1	Computer Generated Forms (DEVIATION 2026-O0038)	FEB 2026
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related-Felonies	JAN 2023
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022

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Clause	Description	Date
DFARS 252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
DFARS 252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
DFARS 252.204-7022	Expediting Contract Closeout	FEB 2026
DFARS 252.204-7024	Notice on the Use of the Supplier Performance Risk System	FEB 2026
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 252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	MAR 2022
DFARS 252.225-7021	Trade Agreements	FEB 2024
DFARS 252.225-7041	Correspondence in English	JUN 1997
DFARS 252.225-7053	Representation Regarding Prohibition on use of Certain Energy Sourced from Inside the Russian Federation	AUG 2021
DFARS 252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	JAN 2023
DFARS 252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
DFARS 252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
DFARS 252.232-7003	Electronic Submission of Payments Requests and Receiving Reports	DEC 2018
DFARS 252.232-7006	Wide Area Workflow Payment Instructions	JAN 2023
DFARS 252.232-7008	Assignment Of Claims (Overseas)	JUN 1997
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DFARS 252.233-7001	Choice of Law (Overseas)	JUN 1997
DFARS 252.243-7002	Requests for Equitable Adjustment	DEC 2022
DFARS 252.247-7023	Transportation of Supplies by Sea – Basic	OCT 2024

The following quality guidelines apply and are incorporated by reference into the solicitation. See Attachment C - Quality Assurance ENERGY CQAPs and Attachment D – Quality Assurance ENERGY EQAPs for the full text:

DLA ENERGY QAP C1 SPECIFICATIONS JAN 2012

DLA ENERGY QAP C1.02 GENERALIZED TECHNICAL GUIDANCE MAR 2025

**KOREA, POSTS, CAMPS & STATIONS (PC&S)
PP 1.8V – Combined Synopsis/Solicitation SPE605-26-R-0219**

DLA ENERGY QAP	C16.16-1 FUEL OIL DIESEL AUTOMOTIVE (KDR)(PCS)(KOREA)	APR 2026
DLA ENERGY QAP	C16.69-1 GASOLINE AUTOMOTIVE, UNLEADED, REGULAR (MUR)(PCS)	FEB 2026
DLA ENERGY QAP	C16.69-2 GASOLINE AUTOMOTIVE, UNLEADED, MIDGRADE (MUM)	FEB 2026
DLA ENERGY QAP	E1 CONTRACTOR INSPECTION RESPONSIBILITIES	APR 2024
DLA ENERGY QAP	E12 POINT OF ACCEPTANCE	JUL 2015
DLA ENERGY QAP	E18.01 SAMPLE SUBMISSION	AUG 2009
DLA ENERGY QAP	E21.01 POINT OF INSPECTION	JUN 2015
DLA ENERGY QAP	E22 INSPECTION OFFICES	FEB 2022
DLA ENERGY QAP	E35 NONCONFORMING SUPPLIES AND SERVICES	DEC 2011
DLA ENERGY QAP	E37 SOURCE RESTRICTION AND SOURCE INSPECTION	DEC 2011
DLA ENERGY QAP	E40.01 MATERIAL INSPECTION AND RECEIVING REPORT (MIRR)/WIDE AREA WORKFLOW (WAWF) ENERGY RECEIVING REPORT (ERR) (BULK FUEL/DIRECT DELIVERY AVIATION FUEL)	JUL 2014

PROVISIONS AND CLAUSES INCORPORATED BY FULL TEXT

FAR 52.204-7 System for Award Management—Registration (FEB 2026) Alternate A, Annual Representations and Certifications (FEB 2026) (DEVIATION 2026-O0043)

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

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

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

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

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

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

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

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

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

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

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

(ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

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

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

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

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

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

(A) Itself;

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

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

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

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

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

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

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

(c) Representations and certifications.

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

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024

52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

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

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

(e) *Debriefings.* If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(e)(1) If the provision at FAR 52.204-7, System for Award Management –Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management – Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

_____ (i) Paragraph (g) applies.

_____ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

KOREA, POSTS, CAMPS & STATIONS (PC&S)
PP 1.8V – Combined Synopsis/Solicitation SPE605-26-R-0219

(f)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

☒ (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation.
Applies to all solicitations.

☐ (ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

☐ (iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

☐ (iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services—Representations.
Applies to solicitations for the acquisition of commercial satellite services.

☐ (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

☐ (vi) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations when contract performance will be in Italy.

☐ (vii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign

☐ (ii) 252.225-7000, Buy American—Balance of Payments Program

☐ (iii) 252.225 -7020, Trade Agreements Certificate. Use with Alternate I.

☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

☐ (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

☐ Use with Alternate I.

☐ Use with Alternate II.

☐ Use with Alternate III.

☐ Use with Alternate IV.

☐ Use with Alternate V.

☐ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

☐ (vii) 252.232-7015, Performance-Based Payments—Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.sam.gov> After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and

paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR/DFARS provision No.</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (FEB 2026) (DEVIATION 2026-O0038) (a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror’s Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
- (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (FEB 2026) (DEVIATION 2026-O0038)

(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 CAPABILITY

FACTOR 2: PRICE

FACTOR 1: TECHNICAL CAPABILITY

The Government will evaluate an offeror's technical capability on an Acceptable/Unacceptable basis, defined as follows:

1. Acceptable: An offer will be deemed technically acceptable if it meets the requirements of the Solicitation. To show that the offer meets the requirements of the Solicitation, the offeror must provide the certificate(s) of analysis or certificate(s) of quality required by subfactor a, and the supplier commitment letter required by subfactor b.
2. Unacceptable: An offer that does not meet the requirements of the Solicitation.

An offer must be technically acceptable under each subfactor (a, and b to be technically acceptable under FACTOR 1: TECHNICAL CAPABILITY.)

Subfactor a. Certificate of Analysis (COA) or Certificate of Quality (COQ)

To be technically acceptable under this subfactor, an offeror must submit for each line item offered: a certificate of analysis or certificate of quality and a specification sheet for each product offered, Offerors must clearly designate, label, and cross-reference

which certificate and specification sheet applies to each specific line item offered, demonstrating that the offeror can provide fuel meeting the applicable specification. Vendor must submit a valid COA written in English that is not older than 3 months from the date offers are due.

Test reports/certificate(s) of analysis (COA(s)) submitted under this solicitation, tested in accordance with the C QAP requirements, shall meet one of the requirements below:

1) Match source of supply COA with source of supply in the supplier commitment letter.

or

2) COA(s) provided by 3rd party regional laboratory shall be located in the Korea.

Subfactor b. Supply Commitment Letter

The offeror must submit letters of commitment from their transportation companies and petroleum suppliers. Letters of commitment must reference the solicitation number, solicitation quantity, state the product, the specification, the source of supply, and the length of period of performance. All letters of commitment must be on petroleum supplier or transportation company letterhead and signed by an official representative of the petroleum supplier or transportation company. The Government may also request copies of the supply and/or transportation agreements with the offeror's suppliers and/or subcontractors. The statement must be substantially similar to the following:

[Name of Offeror], in combination its subcontractor, [name of subcontractor], currently has all permissions, certifications, qualifications, licenses, and commitments required to deliver the product required under solicitation line items [identify all applicable line item numbers].

E.g.: ABC Corporation, in combination with its subcontractor XYZ, LLC, currently has all permissions, certifications, qualifications, licenses, and commitments required to deliver the product required under solicitation line items 0001, 0006, and 0008–0010.

If the offeror is not using or relying on a subcontractor, it should not reference a subcontractor in the statement.

FACTOR 2: PRICE

The lowest price will be determined by evaluating each line item. Each line item will be evaluated and awarded independently. These requirements will be awarded to the offeror with lowest total extended price offer. The six-month extension provision for each line item will be evaluated by multiplying the offered unit price against an estimated quantity for the six-month period. Evaluation of options does not obligate the Government to exercise options.

RESPONSIBILITY: In addition to the evaluation criteria stated above, the Government must determine the responsibility of any potential subcontractor in accordance with FAR subpart 9.1. In making this responsibility determination, the Government may conduct pre-award surveys to verify awardees meet the FAR 9.104-1 standards for present responsibility.

(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. The evaluation of options does not obligate the Government to exercise the option(s).

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

FAR 52.216-2 Economic Price Adjustment-Standard Supplies (NOV 2021)

(a) The Contractor warrants that the unit price stated in the Schedule for **ALL LINE ITEMS** is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed **400%** percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this 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 **1 February 2027** through **31 December 2030**.

(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.

FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **the minimum quantity applicable to the method of delivery called for the item(s) as specified in the, "DELIVERY CONDITIONS FOR TRANSPORT, TRUCKS, AND TRAILERS, AND TANK WAGONS" supplemental guidance**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **NOT APPLICABLE**;

(2) Any order for a combination of items in excess of **NO MORE THAN ONE ORDER SHALL BE ACTIVE FOR A PARTICULAR CLIN AT ANY GIVEN TIME**; or

(3) A series of orders from the same ordering office within **NOT APPLICABLE** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **1** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-21 Requirements (FEB 2026) (DEVIATION 2026-00038)

(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 ordering 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 **31 December 2030**.

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*. 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.

52.217-7 Option for Increased Quantity-Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *30 day*. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

FAR 52.223-3 Hazardous Material Identification and Safety Data (FEB 2026) (DEVIATION 2026-O0038)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

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

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

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

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

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

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

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

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

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

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

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

DFARS 252.203-7005 Representation Relating to Compensation of Former DoD Officials (SEP 2022)

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

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

DFARS 252.223-7001 Hazard Warning Labels (DEC 1991)

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

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

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

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

MATERIAL (If None, Insert “None.”)	ACT
_____	_____
_____	_____
_____	_____

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

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

DFARS 252.229-7001 Tax Relief (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor’s government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: *(Offeror insert)*

RATE (PERCENTAGE): *(Offeror insert)*

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor’s invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government’s exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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.

The Contractor shall use the following document type(s). 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.

(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.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SPE605
Admin DoDAAC	SPE605
Inspect By DoDAAC	TBD on individual Delivery Order
Ship To Code	TBD on individual Delivery Order
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	TBD on individual Delivery Order
Accept at Other DoDAAC	SPE605

LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

DLA Energy Direct Delivery Tech Team @ DESCDirectDeliveryTechTeam@dla.mil

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

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

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

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

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

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 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.

SUPPLEMENTAL GUIDANCE

SUPPLEMENT: MARKET ESCALATOR ECONOMIC PRICE ADJUSTMENT

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

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this contract; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the contract.

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

(1) **Award price** means the unit price offered by the Contractor and set forth opposite the item in the Schedule.

(2) **Reference price** means the market price, this is either published in an independent publication or supplied by the Contractor, with which the award price is to fluctuate. The reference price should be a market price for the same or similar product(s) as the item being purchased.

(3) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading;

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b.

point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be based on the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[] (i) The low price published in _____.
(name of publication)

[] (ii) The average of the prices published in

_____ **PLATTS** _____.
(name of publication)

[] (iii) The established price posted by _____

and _____
(name of company)

published in _____
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platts Oilgram, etc., the reference price in effect on the date of delivery shall be that item's reference price that is in effect for the dates in the Table below. If an effective date is not cited in a publication, then the date of publication shall apply. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal. In the event of a holiday for which an effective date is not used, the latest effective price(s) prior to the effective date shall be used. **NOTE: Platts issues corrections to its published prices on a regular basis. Platts posts corrections to its website (www.platts.com) for its subscribers. If a correction to a reference price is found on the Platts website, all of the items that use that reference price will be corrected. DLA Energy will correct any other reference prices, as notice of the correction is received. DLA Energy will work with the pricing services to determine the appropriate price, whenever an offeror or contractor can show that the price referenced should be reviewed.**

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platts Oilgram, the Contractor shall notify the Contracting Officer of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this contract until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such

decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is the Contractor's established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for its catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DLA Energy web page at <http://www.desc.dla.mil> under the heading **Vendor Resources** and then **Product Price Adjustments**.

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

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment contract award price, except as provided hereafter:

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

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

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

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

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

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

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

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

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

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

(k) **TABLE.**

KOREA, POSTS, CAMPS & STATIONS (PC&S)
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I	II	III	IV	V	VI	VII
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Name of company/ publication (identify		If company - name of product; If publication - heading under		Reference price as of (date)		Maximum price payable under this contract (includes any tax included in the award p rice
Item No. (listed items)	by number from (c)(2) above)	which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price		

See Attachment B for the list of escalators and base reference price by line item

SUPPLEMENT: DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS

IMPORTANT NOTE on **EPA TESTING OF UNDERGROUND TANKS.** If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

(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 on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--

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

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

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

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

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

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

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

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that 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.

SUPPLEMENT: TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the tanks into which the load is to be discharged. Free time will commence when the discharge hose is connected to the receiving line at the delivery point and will end when discharge is completed. The Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of one hour free time is required.

(1) Free time for unloading a transport truck or truck and trailer (includes one hour minimum plus any additional time):

_____.

(2) Rate for detention beyond free time:

_____.

The above will not be considered in the evaluation of offers for award except that a free time of less than one hour may render an offer unacceptable. Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. Free time only applies to single-drop deliveries (it is not applicable to multiple-drop tank truck/truck and trailer deliveries or any tank wagon deliveries).

(b) Notwithstanding the above, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Detention costs will be the sole responsibility of the activity incurring them and are only allowable on single drop deliveries (they are not allowable on multiple drop tank truck/truck and trailer deliveries or any tank wagon deliveries. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products.

(c) UNLESS THE OFFEROR OTHERWISE INDICATES IN PARAGRAPHS (a)(1) AND (a)(2) ABOVE, FREE TIME WILL BE CONSIDERED UNLIMITED AND DETENTION COSTS WILL NOT BE CHARGEABLE.

SUPPLEMENT: NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter is
authorized to operate

SUPPLEMENT: AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

<u>NAME</u>	<u>TITLE</u>	<u>PHONE NUMBER</u>	<u>E-MAIL ADDRESS</u>
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SUPPLEMENT: PROPOSAL ACCEPTANCE PERIOD

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **180** calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

SUPPLEMENT: E-MAIL PROPOSALS

(a) For the portion of the proposal submitted via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: DLAENERGYFEPAB@dla.mil.

(2) The Defense Energy Support Center accepts attachments in—

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(c) Initial proposals, modifications and proposal revisions submitted via e-mail must contain a signature.

(d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.

(f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

SUPPLEMENT: NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT

[] Check here if not subcontracting with a transportation company in the performance of any resultant contract.

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of

proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

SUPPLEMENT: CONVERSION FACTORS

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

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

(1) TABLE I.

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

(2) **TABLE II.**

<u>PRODUCT</u>	<u>DENSITY TYPICAL</u>						
	<u>@15°C</u>	<u>@60°F</u>			<u>LITERS PER</u>		
	<u>Kg/m³</u>	<u>API</u>	<u>METRIC TON</u>	<u>METRIC TON</u>	<u>METRIC TON</u>	<u>LONG TON</u>	<u>LONG TON</u>
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5							
LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5							
HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

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DIESEL FUELS

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

INTERMEDIATE FUEL OILS

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

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1/F34/TS1805.9	44.0	7.820	328.42	1240.85	7.945	333.69	
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97

NAVAL DISTILLATE

FUEL (F76) AND

DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46
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(3) TABLE III.

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