**DEFENSE LOGISTICS AGENCY**
**ENERGY**

**Ground Fuels Division IV, DLA Energy-FEPDB**

**8725 John J. Kingman Rd. STE 4950**
**Ft. Belvoir, VA 23060-6222**

http://www.energy.dla.mil

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# SOLICITATION OF OFFERS
# FOR THE PURCHASE OF FUEL OIL RECLAIMED (FOR)
# LOCATED AT:
# NAVSUP – FLEET LOGISTICS PORT ORCHARD, WA

# SOLICITATION: SPE605-26-R-XXXX

**Offer Closing Date: June 30, 2026, 1:00PM (Ft. Belvoir, VA)**

**Contract Specialist: John Stanislaus, Phone: 571-363-8674, Email: john.stanislaus@dla.mil**

**Contracting Officer: Georgia Dotson, Phone: 703-338-0278, Email: georgia.dotson@dla.mil**

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## SECTION A – SOLICITATION

### A.1 Introduction/Description/Product Description

**a. The Defense Logistics Agency Energy (DLA Energy) is soliciting written offers for the sale of Fuel Oil Reclaimed (FOR), as follows:**

| Item Number | Location | Product | Estimated |
|---|---|---|---|
| **0001*** | **NAVSUP Fleet Logistics Port Orchard, WA** | **FOR** | **Qty 150,000 USG** |

**OFFEROR must have the ability to pick up multiple loads per week; therefore, the ability to provide trucks to move a minimum of 30,000 gallons of FOR per week is required. If offeror does not own its own trucks, then a letter of commitment is required supporting the offerors ability to acquire the required trucks. The commitment letter must be on Transportation's Company letterhead and include the extension period of three(3) months that may be required.**

**The resulting contract will require that the vendor provide a monthly "look-ahead" schedule.**

***NOTE: The estimated quantity for item number 0001 is subject to plus or minus 10% variance, typical in DLA ENERGY fuel procurement contracts. The time that the contractor has to remove the FOR is from date of contract award through November 30, 2023 thereafter. It is possible that the Purchaser may finish removing the estimated 800,000 gallons earlier than the allotted timeframe. The Government will determine the removal timeframe and will coordinate the schedule with the Purchaser. The Purchaser must be ready to begin the removal process within 15 days after contract award.**

b. FOR supplied by the Government is expected to meet or exceed specifications contained in MIL-F-24951B (SA), 10 Feb 95 **(EXHIBIT B)** however; fuel is being sold "**AS IS**". "AS-IS" means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the product, or its fitness for any use or purpose. The product will be sold in United States Gallons (USG). The description of the product is based on the best information available to the Government.

c. Offeror is ***invited and urged*** to inspect the product to be sold prior to submitting an offer.

i. Any request for inspection should include the name and the title, of each individual, wishing to examine the product. The Government reserves the right to limit the number of individuals seeking access to NAVSUP Fleet Logistics Center, Port Orchard, Washington, as well as to refuse access to any individual deemed by the Government to be a security risk. Prospective Offerors should telephone the facility to be apprised of the time when product will be available for inspection at the facility. Product is generally available **Monday through Friday from 0730-1530 local time**. Requests for an appointment to inspect the product must be made to:

**Scott Darnell (Operations Supervisor)**

**Address:**
**7501 Beach Drive East**
**Bldg. 178**
**Port Orchard, WA 98366**

**E-Mail Address: scott.a.darnell6.civ@us.navy.mil**
**Facsimile Number: N/A**
**Telephone Number: 564-253-1425**

ii. Prospective Offerors, their agents, and employees shall, at all times, comply with applicable rules and regulations in existence at NAVSUP Fleet Logistics Center, Port Orchard, WA

d. The prospective Offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this product to be representative of the entire quantity being offered under this solicitation.

e. Since the facility desires that product be removed as soon as possible, a recent laboratory analysis of the product in each respective tank is provided as part of this Solicitation at EXHIBIT E. This analysis was performed prior to issuance of this solicitation and may not reflect the current status, of the product to be sold. It is provided solely for informational purposes and does not alter the "AS IS" nature of the sale or create any warranty, express or implied.

## SECTION B – OFFERS

### B.1 Preparation and Submission of Offers

a. **The deadline for the receipt of offers is 1:00pm Eastern Time (Ft. Belvoir, VA time), on June 30, 2026.**

b. Offers shall be based on the terms and conditions set forth in this solicitation.

c. **Offers shall be submitted by email to: John Stanislaus at john.stanislaus@dla.mil and to: Georgia Dotson at georgia.dotson@dla.mil.**

d. The minimum offer for each line item shall be for the removal of all product. An offer for less than the minimum quantity shall not be considered. Offerors should email the Contracting Officer, Georgia Dotson at georgia.dotson@dla.mil or the Contract Specialist, John Stanislaus, at john.stanislaus@dla.mil, prior to the submission of an offer, to clarify any issues or resolve any concerns regarding this sale.

**e. All offers shall include:**

1. **A signed copy of Exhibit A**, **"Sale of Government Property Negotiated Sales Contract."** Offerors shall enter the following information on Exhibit A:

a. The mode of pick-up to be used.

1) Requested Mode of Pickup: Tank truck
Into a: Tank truck (4" bottom loading connection). Contractor to provide all hoses and connectors.

b. The proposed unit price (i.e. purchase price) per U.S. Gallon (USG).

c. The total offer (i.e. purchase) price.

d. Offeror CAGE Code (See paragraph (d)(2) below.

e. Complete "Execution by Purchaser" Section, to include signature.

f. If needed, Transportation Commitment Letter

2. **SYSTEM FOR AWARD MANAGEMENT (SAM): Registration in SAM at SAM.gov is required by the offer due date. Offerors must provide their Commercial and Government Entity (CAGE) code with their offer.** Offerors must have an active and current SAM registration by the offer due date. SAM is an official U.S. Government website, and there is no cost to use SAM.gov. Contractors register one time in SAM and annually confirm that their SAM registration is complete and accurate. Note: NAICS Code 324110 for Petroleum Refineries MUST be listed in the offeror's SAM registration under the "NAICS Codes Selected" section. Offerors may obtain information on registration and annual confirmation requirements at: **https://sam.gov**
U.S. calls: 866-606-8220
Hours of Operation
Monday - Friday 8 a.m. to 8 p.m. ET

**3. Each Offeror shall complete and submit SECTION H (provided herein) with its offer.**

Note: Within two (2) business days of receipt of award, the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" equal to **75% of the contract award.** See Exhibit D - Sample **– Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia. See Section C.1 herein for additional details regarding the letter of credit. Again, the letter of credit is required only from the awardee, within two (2) business days after receipt of award. It is not required to be submitted with the offer.

e. The Offeror agrees, if this offer is accepted within forty (40) calendar days from the date specified in the solicitation for receipt of offers, to purchase all product on which offers are made at the price offered and to take delivery of the product within the removal period specified herein.

f. *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

(1)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers: or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(2) 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.

(3) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers.

g. *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

## B.2 Modification and Withdrawal of Offers

a. Offers may be withdrawn or modified by written notice at any time prior to the exact time specified for receipt of offers.

b. Prior to the exact time specified for receipt of offers, and offer may be withdrawn in person by an Offeror or its authorized representative if the identity of the person requesting withdrawals is established and signs the offer.

## B.3 Consideration of Offers

a. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.

b. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, as may be in the best interest of the Government.

c. The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms, which the Offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

d. The Government reserves the right to award a quantity less than the quantity offered, at the unit price offered, unless the Offeror specifies otherwise in the offer.

e. When more than one offer has been received for product listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those Offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revisions received after the time and date specified for the receipt of final proposal revisions will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

f. **Award will be made to the responsible offeror that offers the highest price for Line Item 0001**. Responsibility is determined in accordance with FAR 9.104-1. Note: An Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove product in a timely fashion).

## B.4 Contract Award

A written award or acceptance of an offer e-mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the solicitation 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 whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

## SECTION C – PAYMENT

### C.1 Letter of Credit

**a.** Within two (2) business days of receipt of award, the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the Defense Finance and Accounting Service – Columbus, and equal to **75%** of the contract award ("contract award" being the estimated quantity per line item multiplied by the award price per line item) and containing the provisions set out in **EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. A copy of the Letter of Credit must be emailed to the Contracting Officer. The original of the Letter of Credit must be sent to the Contracting Officer at the address specified on the cover page of this solicitation. Failure to provide the Letter of Credit may constitute grounds for termination of the contract for cause.

**b.** The Letter of Credit must be an "Irrevocable Standby Letter of Credit," and MUST NOT VARY IN SUBTANCE from the sample in **EXHIBIT D**. If the Letter of Credit contains any provisions at variance with **EXHIBIT D**, or if it fails to include any provisions contained in **EXHIBIT D**, nonconforming provisions must be deleted and any missing provisions must be added or the Letter of Credit will not be accepted. The Letter of Credit must be effective on or before the date of first pick-up under the contract, and remain in effect for the entire contract period, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the Letter of Credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

**c.** All wire deposit and Letter of Credit costs will be borne by the Purchaser.

Within 30 calendar days after the final payment under the contract, the Contracting Officer shall authorize the cancellation of the Letter of Credit and shall return it to the bank or financial institution issuing the Letter of Credit. A copy of the notice of cancellation will be provided to the Purchaser.

### C.2 Payment

**a.** The Offeror agrees to pay for product at the price or prices quoted in this offer. Payments for line item 0001 shall be made in US dollars **payable to "U.S. Treasury."** Payment shall be made by company check, certified check, cashier's check or bank check made payable to the designated office (Information will be provided at Contract Award). All checks must be drawn on a U.S. domestic bank. Foreign checks will not be accepted. **A service charge of $50.00 will be applied to all returned checks.**

**b.** Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report); DD1149 (Requisition and Invoice / Shipping Document) and/or other tickets provided by the transporter to show quantity purchased. Receipt document will be signed by a Government representative to verify quantity purchased.

### C.3 Payment Due Date

The Purchaser shall pay for the product within **ten (10) calendar days** after the Government transfers title to and invoices the Purchaser.

### C.4 Payment Addresses

**Defense Finance & Accounting Service (DFAS) Columbus**
**PO Box 182317**
**Columbus, OH 43218-2317**

### C.5 Interest

**a.** Notwithstanding any other clause of this contract, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Simple interest shall be paid at the rate, fixed by the Secretary of the Treasury as provided in 41 USC. Section 611, which is applicable to the period in which the amount becomes due and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until the amount due is paid in full.

**b.** Amounts shall be due at the earliest of the following dates:

**(1)** **Ten (10) calendar days** after the Government invoices the Purchases.

**(2)** The date specified under SECTION D – "Title and Removal of Product," Paragraph b. if the Purchaser fails to remove the product within the contract removal period.

**(3)** The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

**(4)** The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

## SECTION D – TITLE AND REMOVAL OF PRODUCT

**a.** Title to the product, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the product passes into the Purchaser's barge, or other conveyance at the pick-up location designated in **EXHIBIT A.**

**b.** The removal period for the product at Fleet Logistics Port Orchard shall be **completed by July 31, 2026, during normal hours of operation 0730-1530 Monday-Friday**. **PLEASE NOTE**: **DLA Energy reserves the right to extend the contract up to 3 months**. If the Purchaser fails to remove the product on or before the last day of the contract removal period through no fault of the Government, an invoice for all product remaining in storage on the last day of the contract removal period will be issued by the Government to the Offeror.

**c.** The contract is awarded FOB Origin. The Purchaser shall provide its own offload mechanism to receive the fuel at the pick-up location(s) designated in "Exhibit A". The product shall be removed to the suction line in the tank.

## SECTION E – PRODUCT REMOVAL

### E.1 Loading/Shipping

**a.** The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished prior to the close of business on the day of transfer of product. Shipping instructions shall include, but not be limited to, the following:

**(1)** Quantity of product to be released.

**(2)** Designation of type and kind of conveyance.

**(3)** Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).

**(4)** "Ship to" location.

**(5)** Minimum load per conveyance (optional).

**(6)** Desired shipping schedule.

**(7)** Warning labels, as required by Federal, State, or local health, environmental, or transportation agencies.

**(8)** Any additional pertinent information.

**The shipping schedule furnished by the Purchaser shall be coordinated with the Operations Supervisor Angela Collins 72 hours prior to the lift date. The Operations Supervisor can be reached at (360) 476-8762. Information regarding Government commitments at the storage location involved may be obtained from the address specified in Paragraph c. below. When applicable, instructions furnished shall also include the name of the Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.**

**b.** The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at NAVSUP Fleet Logistics, Port Orchard, WA, and comply with all appropriate Federal, State and Local load limitations and any safety, health, and environmental requirements.

**c.** The contractor is solely responsible for ensuring that the proper fittings and transport equipment is provided for loading. The government will not be held responsible for delays caused by improper loading equipment. Shipping instructions and information requested in Paragraph a. above are to be furnished to the following address:

**SHIPPING SCHEDULE**

**Scott Darnell (Operations Supervisor)**

**Address:**
**7501 Beach Drive East**
**Bldg. 178**
**Port Orchard, WA 98366**

**E-Mail Address: scott.a.darnell6.civ@us.navy.mil**
**Cellular : 564-253-1425**

**Telephone Number: 253-338-9878**

**d.** Offloading will be performed to the extent that loading facilities and other commitments will permit. The Government reserves the right to schedule and coordinate the offloading of product.

**e.** The product is sold subject to quantity determination as described in SECTION E.2 – Quantity Determination.

**f.** DLA Energy must be contacted in case of emergencies during the loading by calling the Operations Center, Contingency Plans and Operations Division Telephone: (571) 767-8420.

**g.** The Government shall be afforded the opportunity to inspect the transport conveyance before and after loading of the product. Furthermore, the Government shall be afforded an opportunity to retain a sample of the product dispensed into the transport conveyance. The Contractor must report any unforeseen problems to the DLA Energy Operations Center, Contingency Plans and Operations Division immediately (see Subparagraph E.1.f above.)

## E.2 Quantity Determination

The quantity of product purchased under this contract shall be determined as follows:

**a.** Meters, automatic tank gauge, weight of the product or manual tank gauges shall be used to determine the actual amounts of fuel issued depending on the mode of transport chosen by the Purchaser.

**b.** For issue(s) to a barge or tanker the quantity delivered will be measured using the automatic or manual tank gauge on the issue tank.

**c.** The Contractor has the right to have a representative present to witness the delivery and measurement of quantity. Volume Correction: All product volume will be corrected to 60 degrees Fahrenheit.

**d.** Measurement Standards: All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute (API) Manual of the Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or an independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Section 1, Method of Measuring the Temperature of Petroleum Products.

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM 1298).

(3) API Manual of Petroleum Measurement Standards Chapter 3, Method of Gauging Petroleum Products.

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API MPMS 11.1/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used. For motor gasoline use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B). If the original measurement is by weight, using calibrated scales, then Volume XI, Table 8, shall be used to convert pounds to US gallons at 60 degrees Fahrenheit.

(5) API Manual of Petroleum Measurement Standards 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 6 months, whichever is more frequent.

**e.** Units of Measure: Depending upon the unit shown in EXHIBIT A – Sale of Government Property/Negotiated Sales Contract, the unit of quantity, as used in this contract, shall be:

(1) The barrel of 42 USG;

(2) The USG of 231 cubic inches;

(3) The long ton of 2,240 pounds;

Unless otherwise specified in the contract, the reference to gallons shall mean US gallons (USG).

## E.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, adequate motor vehicle and general public liability and property damage insurance covering all duties and work to be performed under this contract, insuring against any third party claim for bodily injury or property damage, and Workman's Compensation and Employer's Liability Insurance and other legally required insurance for protection of employees. The motor vehicle and general public liability insurance shall provide limits of liability for bodily injury of not less than $200,000 for each person and $500,000 for each occurrence and property damage limits of not less than $100,000 for each accident.

## E.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assignees or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this product. The Government assumes no liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to, or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the product.

## E.5 Fuel Spills

**a.** The Purchaser shall take all measures as required by law to prevent fuel spills at the pick-up location(s) (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 fuel the Purchaser shall be responsible for containment, cleanup, and disposal of the fuel spilled. Should the Purchaser fail or refuse to take the appropriate containment, cleanup and disposal actions, the Government may do so itself. The Purchaser shall reimburse the Government for all expenses incurred including fines levied by Federal, State or local Governments. The Purchaser shall adhere to all US Navy safety regulations while on US Navy property.

**b.** Any fuel spills, which occur off base during shipment of the product, shall be the sole responsibility of the Purchaser.

## E.6 Transporting Hazardous Material

**a.** Fuel Oil Reclaimed (FOR) is considered to be hazardous material. The Purchaser hereby agrees to comply with all applicable federal, state, or local laws, governing the storage, handling, transportation, disposal, and disposition of product. It is the responsibility of the Purchaser to further communicate this information to the distributor, manufacturer, user, and/or transporter of this material as may be required by federal or state regulations.

**b.** The Government reserves the right to conduct reasonable inspection of the Offeror's and/or its agent's representatives, assignee's and/or vendor's transportation conveyances and/or equipment utilized to effect removal of property purchased under this offering. Such action may be accomplished prior to, during, and/or subsequent to removal of property from Government premises. The Offeror shall furnish Government employees, and/or authorized Government representatives, with access and any reasonable assistance required conducting such inspections.

## E.7 Environmental Consideration

The purchaser shall provide documentation to the Government of compliance with 40 CFR Part 279 for any FOR burned for energy recovery.

## E.8 Compliance with Laws and Regulations

The Offeror represents, warrants, and certifies to the United States Government that it will comply with all Federal, State, local, and International laws and regulations applicable to the processing, possession, use or disposal of any product purchases. Offeror further represents and warrants that it will possess, process, use or dispose of product purchased in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.

## E.9 Health Warning

As part of this solicitation, a Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. All that use, handle, transport, and/or store this material should review this data sheet carefully. Guidance in these documents should be adhered to and communicated to all involved.

## SECTION F – CONTRACT ADMINISTRATION DATA

### F.1 Termination for Cause

**a.** 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 assurance of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not sold, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**b.** If the Government terminates the Purchaser for cause, it may subsequently resell the product for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete.

**c.** In the event, that the Government does not succeed in reselling the product within 12 months, the Purchaser may be held liable for the full contract price.

### F.2 Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613) (the Act). The Contractor shall proceed diligently with performance of the contract, pending final resolution of any dispute arising under the contract.

### F.3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

### F.4 Excusable Delays

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

### F.5 Modification

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. The DLA Energy Contracting Officer must make all modifications to the contract in writing.

### F.6 Officials Not to Benefit

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

### F.7 Covenant Against Contingent Fees

**a.** The Offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

**b.** "Bona fide agency," as used in this Paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

**c.** "Bona fide employee," as used in this Paragraph, means a person, employed by an Offeror and subject to the Offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

**d.** "Contingent fee," as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is

contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this Paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

## SECTION G – DEFINITIONS

As used throughout this solicitation, the following terms shall have the meaning set forth below:

**a.** The term "Contracting Officer" means a US Government person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**b.** The term "Offeror" or "Purchaser" herein means Contractor.

# SECTION H

# THIS SECTION IS TO BE COMPLETED AND RETURNED TO DLA ENERGY WITH YOUR OFFER (ALONG WITH EXHIBIT A)

### H.1 Free Time and Demurrage Charges

a. **UNLESS PURCHASER INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED**

| ITEM | FREE TIME ALLOWED | HOURLY DEMURRAGE RATE BEYOND FREE TIME |
|---|---|---|
| 0001 | | |

Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Purchaser normally allows the regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Purchaser normally charges its regular customers, whichever is lower.

### H.2 Intended Use of Purchased Product

**a.** Offeror is a [ ] broker, marketer, retailer or wholesaler.

[ ] treatment, storage and/or disposal facility

[ ] other (specify)_____.

**b.** Offeror certifies that intended use of this product is (Offeror to provide a full-sentence, complete description of how the Purchaser will use the FOR: _____

_____.

**c. Offeror certifies that product purchased under this solicitation will not be resold to the US Government.**

**d.** **Offeror certifies** that it is responsible for determining the applicability of any Federal, state, and local taxes and fees on the product and remitting the taxes to the proper authorities.

## H.3 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

| SECTION I – EXHIBITS |
|---|
| I.1 EXHIBIT A – Sale of Government Property/Negotiated Sales Contract |
| I.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95 |
| I.3 EXHIBIT C – Material Safety Data Sheets |
| I.4 EXHIBIT D – Irrevocable Standby Letter of Credit - Sample |
| I.5 EXHIBIT E – Product Test Sample |
| I.6 EXHIBIT F – Vehicle List |
| I.7 EXHIBIT G – Transportation Commitment Letter (Requirements) and example |