

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 30 SEP 2025	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA ENERGY-FEPEC/ FRANCIS MURPHY DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 PHONE: (571) 767-9538		CODE SPE606	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. SPE606-25-R-0200
			X	9B. DATED (SEE ITEM 11) 1 OCTOBER 2024
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
BIDDER CODE:		CAGE CODE:		
CODE		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER Specify type of modification and authority)				
A. IMPORTANT: Contractor [] is not or [] is required to sign this document and return ___ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.).				
<p>1. The Terms and Conditions of OSP SPE606-25-R-0200 are hereby extended until revised Terms and Conditions are issued by the Contracting Officer.</p> <p>2. There are no other changes.</p>				
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	_____ (Signature of Contracting Officer)	_____ (Signature of Contracting Officer)

**DLA ENERGY SHIPS' EASY ACQUISITION
(SEA) CARD® PROGRAM
OPEN MARKET PURCHASES
TERMS AND CONDITIONS**



Solicitation: **SPE606-25-R-0200**

THE ENCLOSED TERMS AND CONDITIONS ARE EFFECTIVE:

01 October 2024 THROUGH 30 September 2025

The applicable terms and conditions are enclosed for your reference. All documents associated with the DLA Energy SEA Card® Open Market purchases are located at SAM.gov and the SEA Card® Online: <https://www.seacardsys.com>.

DLA Energy SEA Card® Open Market Overview

The DLA Energy Ships Easy Acquisition (SEA) Card® Program provides authorized commercial marine fuel at global seaports. The program offers the ability to order fuel against a DLA Energy bunker contract, or if the seaport does not have a bunker contract available, the vessel can place a request for quote (RFQ) which triggers a competitive bid process. Authorized SEA Card® customers include the Department of Defense (DOD) and Federal Civilian agencies. Vessels owned by the US Government are allowed to participate in the SEA Card® program.

A functionality offered by the SEA Card® program is open market purchase solution. Registered vessels can use the SEA Card® online to create an RFQ, and enter the fuel specification requirements, special terms and conditions and select the mode of delivery. Once the RFQ is submitted, a competitive process starts, where quotes are submitted by merchants, and an award is made to the responsible merchant who submitted the lowest priced, technically acceptable quote. After the fueling occurs, the merchant provides the sale documentation to the vessel. The merchant will also input the transaction details and upload the sale documentation to the order using the SEA Card® online. The transaction details are then routed to the Accountable Official (AO) for approval before processing for payment. This ensures that the appropriate purchasing policies are followed and that the purchase details are correct.

The SEA Card® program requires all communications regarding open market orders are electronic and auditable.

Merchants interested in participating in the DLA Energy SEA Card® program must register with the DLA Energy contractor by sending an email to seacard@dla.mil and merchantsupport@seacardsys.com with the following information: Name of Company, Point of Contact, Point of Contact information (i.e. phone number and email address).

Merchant questions regarding the DLA Energy SEA Card® open market purchases process may contact the following individuals:

DLA Energy Points of Contact:

- Francis C. Murphy, Contracting Officer, Direct Delivery Fuels – Phone: (571) 767-8479, (No collect calls), Email: francis.c.murphy@dla.mil
- Jasper Pili, Contracting Officer, Direct Delivery Fuels - Phone: (571) 767-8131, (No collect calls), Email: Jasper.Pili@dla.mil
- Joseph Teye-Kofi, Contracting Officer, Direct Delivery Fuels - Phone: (571) 767-8496, (No collect calls), Email: Joseph.Teye-Kofi@dla.mil

DLA Energy Contracting Office Address:

Defense Logistics Agency Energy
Bunkers/DLA Energy FEPFA
Francis Murphy
8725 John J. Kingman Rd., Suite 3821
Fort Belvoir, VA 22060-6222

MERCHANTS SUBMITTING QUOTATIONS ON SEA Card® Online:

Please review the following information:

1. By RFQ Closing, merchants must submit with their quote a copy of a Certificate of Quality (COQ) or Certificate of Analysis (COA), including FAME and Sulfur content, for the product offered. COQ/COA must be uploaded into the SEA Card® Online with your quote. COQ/COA shall either be **in English or a complete English language translation must be provided**. If you have difficulty uploading the documents, then please contact the DLA Energy contractor @ merchant-support@seacardsys.com or PH: 866-308-5475 (US) or 913-217- 9329 (International). **Contact seacard@dlamilitary.com when functionality issues are encountered in SEA Card® online.**
 - **The Certificate of Analysis (COA) / Certificate of Quality (COQ) shall NOT be more than three (3) months old on the Closing Date of the RFQ being offered. The document must be an actual COQ/COA indicating testing on the fuel being offered -- NOT a typical or company spec sheet.**
 - **Failure to provide a proper COQ/COA in English or a complete English translation and, for Navy and Army requirements, failure to answer the three questions below (2.a-c), by the time the RFQ closes will render your quote Not Technically Acceptable and your offer will be rejected.**
2. In addition, offerors are required to answer the following questions **for all RFQs for U.S. Navy and U. S. Army requirements:**
 - a) Does the fuel contain FAME? If so, what is the percentage?
 - b) Is the fuel offered 100% Distillate?
 - c) Is the fuel offered compliant with **ISO 8217 for DMA (highest standard available)**?
3. Quoted prices must be all-inclusive and as-delivered, to include all applicable costs, such as duties, fees, transportation costs, profit etc. The merchant is responsible to know all costs that apply.
4. Each Merchant shall submit only one (1) quotation in response to each RFQ. If more than one quote is submitted by a single Merchant, the Contracting Officer reserves the right to reject all but one quote from that Merchant.
5. SEA Card® Online is used to procure commercial marine fuels and ancillary services incurred during fuel lift at commercial seaports. Fuel purchased using the SEA Card® program will be invoiced to DLA Energy and **non-fuel charges such as demurrage, overtime charges, booming fees, cancellation and quantity change charges, and backhaul** are authorized by the Accountable Official (AO) and will be invoiced to, and paid by, the customer.
 - NOTE: Quantity Change Charges shall apply only when the Customer specifically requests a change in quantity ordered. This may be indicated by a modification to the order in SEA Card® Online or by Email or other contact from the Customer. If the Ship does not take the full quantity ordered the Merchant may charge for Backhaul but may not charge for Quantity Change as well unless the order had been previously modified.

6. All SEA Card Open Market fuel transactions are processed by the DLA Energy contractor. Payment is in accordance with the terms & conditions of the Merchant Agreement.
7. **All Non-fuel transactions (“Ancillary Charges”) are paid by the DLA Energy contractor and processed by the vessel’s respective paying office.**
8. ALL charges invoiced in SEA Card ® Online, as well as claims, must be supported with appropriate documentation. For fuel charges this documentation includes a Bunker Delivery Receipt (BDR) signed and dated by a representative of the Government vessel and bearing the vessel stamp, if available. For ancillary charges and other claims, evidence of all costs invoiced must be provided. This may include invoices or other documentation from the fuel or transportation subcontractors showing that the charges were incurred and paid. Failure to provide required documentation may result in the charges being disputed or denied.
9. The intention of the SEA Card® Online system is to minimize discussions that occur outside of the system, and encourage a prompt award. In some cases, it may be necessary for the Contracting Officer or designee to contact the merchant to clarify or discuss a point in its quotation. **However, if time is of the essence to make an award, the Contracting Officer reserves the right to reject any quotation for the following reasons:**
 - The quote is missing the COQ / COA or answers to submitted questions.
 - The COQ / COA is not in English and no translation has been provided (uploaded).
 - The quote is incomplete or missing required information.
 - The quote does not meet the solicited requirement and is determined to be Not Technically Acceptable.
 - The quote is ambiguous or confusing.
 - The quote is not firm or contains contingencies (such as “best endeavor”).
 - The quote is not “as delivered” and lists other costs to be charged separately.
 - There are unanswered questions and the merchant is unresponsive.
 - The quote contains ancillary charges that are deemed much higher than other competitive quotes.
 - The Ship or Ordering Office has rejected any proposed exceptions or has not responded as to whether the exceptions are acceptable before award.
 - Proposed exceptions to any of the foregoing requirements will be thoroughly reviewed for acceptability. The Contracting Officer reserves the right to reject any exceptions to the RFQ.
 - The Contracting Officer reserves the right to reject any quotation for the above reasons or any other reason if the quotation is determined not to be in the best interest of the Government.
10. **The Customer (Ship or Service) will determine if the fuel specification is technically acceptable based on the class of Ship requiring the fuel.** The lowest-priced, technically acceptable offer on the fuel will be awarded based on price and technical capability.
11. **Merchant Claims:** As discussed below, Open Market merchant claims (a written demand assertion by one of the contracting parties, seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of open market terms, or other relief arising under or relating to the open market purchase) shall be submitted to the Contracting Officer and their agency as listed on the Sea Card Open Market (e.g., the purchase order) in accordance with procedures set forth in FAR 52.212-4(d),

Disputes. Note, a written demand or assertion seeking payment over \$100,000 is not a claim under 41 U.S.C. § 7103 until certified.

- a. As provided in FAR 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004), United States law governs this contract.
- b. As provided in FAR 52.212-4(d) Disputes, this Sea Card Open Market or contract is subject to 41 U.S.C. Chapter 71, Contract Disputes. Merchant claims shall be submitted in accordance with 52.2124(d): “Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The contract merchant shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.”
- c. See F1.01-2 Bunkering (DLA Energy Jan 2012) and F16.03 Barge Unloading Conditions (Ships’ Bunkers) (DLA Energy Jan 2012) for specific types of claims, such as those for disputed detention or demurrage charges.
- d. **Disputes concerning the open market fuel order and non-fuel items.** The customer initiates a dispute directly in SEA Card® online.
 - (1) The Accountable Official (AO) initiates a dispute which provides e-mail notifications to the vessel warranted Ordering Officer (OO) or DLA Energy Contracting Officer and the Open Market merchant.
 - (2) The DLA Energy Contracting Officer or Warranted Ordering Officer: (a) Mediates a dispute resolution on open market fuel orders and ancillary charges when the AO and Open Market merchant are unable to mutually resolve a delivery dispute. (b) AO requests a copy of the bunker delivery notice from the merchant.
- e. **Disputes concerning damages on open market purchases.** The customer is responsible to dispute directly with the Open Market merchant outside of the DLA Energy SEA Card® online.

12. U.S. NAVY Additional Terms and Conditions under SEA Card® Open Market

- a. **Liability for Damage:** The Open Market merchant shall be liable under this SEA Card® Open Market award for any loss suffered by the U. S. Government including, but not limited to, loss, destruction of, or damage to, Government property or for expenses incidental to such loss, destruction, or damage to property of the U.S. Government during the performance of SEA Card® fuel orders. All damage claims will be processed between the Vessel, DLA Energy SEA Card® contracting officer, and the merchant who received the Sea Card Open Market award.
- b. **Cancellations:** An authorized Ordering Officer and/or Accountable Official may cancel orders placed within the following time specified by delivery method, without incurring cancellation charges, unless otherwise documented by the merchant within the Merchant Quote comment section of SEA Card® online. The DLA Energy Contracting Officer must be advised of all Cancellation of Orders.
 - i. **Delivery into US Government owned vessels by means of transport truck, truck and trailer, tank wagon, Marine Service Station, barge, or pipeline.** No less than 24 hours prior to the specific time such delivery is required to be made.
 - ii. **Deliveries by barge.** No less than 48 hours prior to the specific time such delivery is required to be made.

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- iii. RFQs (Request for Quotes) awarded and then cancelled by the ordering customer in the SEA Card® online within but not limited to certain countries, which the merchant must indicate in the RFQ, could result in ancillary (backhaul/cancellation) /ancillary charges with all associated costs invoiced to the ordering customer's operating target (OPTAR) funds, whether the fuel is taken or not. These backhaul/cancellation/ancillary charges are passed on to the ordering vessel because some countries do not allow fuel to be returned to their terminals. In addition, it is the responsibility of the Customer to provide their Husbanding Service Provider (HSP) contact information to the awarded merchant in a timely manner, and to notify the awarded merchant with details and changes immediately on SEA Card® Online orders.
- iv. Cancellation fees on SEA Card Open Market offers / awards for Navy vessels shall not exceed ten (10) per cent of the total price quoted for fuel.

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-0001 ENERGY QAP C16.23-2 COMMERCIAL MARINE GAS OIL MINIMUM REQUIREMENTS (DLA ENERGY APR 2021)

Product Classification NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE	UNIT OF ISSUE
9140-01-313-7776	Marine Gas Oil	MGO	Gallons
9140-01-417-6843	Marine Gas Oil	MGT	Metric Tons

Supplies delivered under this contract, the Contractor shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a party or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 & 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that an International, Federal, State, and /or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment.

Product shall conform to the requirements of the latest revision of ISO 8217, Category ISO-F-DMA. In Accordance with Annex A of ISO 8217, the *de minimis* value of FAME shall be 0.5 volume %. Offeror/Supplier shall ensure product offered meets ISO 8217 *de minimis* FAME requirement. The following are additional requirements or approved modifications to specifications.

(a) SPECIFICATION MODIFICATIONS

(1) TESTING

- (i) Hydrogen sulfide testing is not required
- (ii) In addition to ISO 8217 approved sulfur tests, the following test methods are approved for Sulfur testing: ASTM D129, D5453, D1266, D1552, D2622, D3120, D6920, D7039, or ISO16591. See section 6.3 of ISO 8217 for referee test method. For a total sulfur content of less than 0.05 mass % (500 ppm), the latest revision of ASTM D5453 is the recommended ASTM method.
- (iii) The following test methods are approved for FAME testing per ISO 8217: IP 579 or ASTM D 7963. Test method EN 14078 is an equivalent test method for IP 579 and approved for FAME testing. See section 6.10 ISO 8217 for referee test method.
- (iv) ASTM International Test Methods equivalent to ISO test methods referenced in ISO 8217, DMA testing, are approved for use.

(2) Environmental

- (i) As of 01 JAN 2020, under the requirements listed in MARPOL 73/78 Annex VI Regulation 14, MGO-DMA (MGO & MGT) purchased under DLA Energy programs shall not exceed a revised maximum sulfur weight percent of 0.5 (% m/m). This requirement does not supersede more stringent federal, state, and local environmental requirements.
- (ii) Per MARPOL 73/78 Annex VI Regulation 14, for ships operating in the most current emission control areas, the sulfur content of marine gas oil shall not exceed 0.10% mass (1000 ppm).
- (iii) Per 40 CFR Section 80.510, the Marine Gas Oil sulfur requirement for all refineries and deliveries to ports within Continuous United States (CONUS) shall not exceed 0.0015 mass % (15 ppm) sulfur.

(b) ADDITIVES: Marine Gas Oil shall contain no black dye.

(c) OTHER REQUIREMENTS: Unless otherwise indicated by the Contractor in writing, prior to award, and in accordance with the EVALUATION (SHIP'S BUNKERS) provision, the product offered shall fully meet the applicable specification. The supplier shall provide to the receiving vessel a "Statutory Sample" of at least 500 mL in volume, taken from the receiving vessel's inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78 Annex VI Regulation 18.

	Signature
Prepared by:	ATKINS.RENRICK.L.1024389320 Digitally signed by ATKINS.RENRICK.L.1024389320 Date: 2021.04.08 08:59:19 -04'00'

SPE606-25-R-0200 SEA CARD OPEN MARKET PROGRAM

Quality / Technical Support Office Approval:	BANISZEWSKI.DANIEL.J.1287388698 Digitally signed by BANISZEWSKI.DANIEL.J.1287388698 Date: 2021.04.08 10:18:20 -04'00'
Contracting Approval:	SHILLINGFORD.JAMES.V.1046542440 Date: 2021.04.09 08:55:33 -04'00' Digitally signed by SHILLINGFORD.JAMES.V.1046542440

DISTRIBUTION STATEMENT – A: APPROVED FOR PUBLIC RELEASE. DISTRIBUTION IS UNLIMITED

C-0002 ENERGY QAP C36-1 FUEL OIL, INTERMEDIATE, GRADE RME-180 (IFO 180) (DLA ENERGY FEB 2020)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE	UNIT OF ISSUE
9140-01-271-5280	Fuel Oil, Intermediate	180	Gallons

Supplies delivered under this contract, the Contractor shall conform to all International, Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a signatory or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 and 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or afterimposed Title V

(Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that an International, Federal, State, and/or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply.

Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment.

Product shall conform to the latest revision of ISO 8217 for Intermediate Fuel Oil, RME, 180.

(a) **APPROVED ALTERNATE TEST METHODS.** Other than the test methods called for in ISO 8217, these test methods, below, may be used to determine the following requirements:

REQUIREMENTS TEST METHOD

Density @15oC, kg/m3 ASTM D 4052

Carbon Residue ASTM D 4530

Vanadium, mg/kg ASTM D 5863

Aluminum plus silicon, mg/kg ASTM D 5184

(b) **ENVIROMENTAL:** As of 01 JAN 2020, under the requirements listed in MARPOL 73/78 Annex VI Regulation 14, RME-180 purchased under DLA Energy programs shall not exceed a revised maximum sulfur weight percent of 0.5 (% m/m). This requirement does not supersede any stricter Federal, State, and local environmental requirements.

(c) Unless otherwise indicated by the Contractor in writing, prior to award, and in accordance with the EVALUATION (SHIPS' BUNKERS) provision, product offered shall be required to fully meet the applicable specifications. The supplier shall provide to the receiving vessel a "Statutory Sample" of at least 400-milliliters in volume, taken from the receiving vessel's inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78 Annex VI Regulation 18.

	Signature
Prepared by:	MEREDITH.MICHAEL.E.1290973453 MEREDITH.MICHAEL.E.1290973453 Digitally signed by Date: 2020.02.20 15:56:46 -05'00'
Quality / Technical Support Office Approval:	BANISZEWSKI.DANIEL.J.12873886 Digitally signed by BANISZEWSKI.DANIEL.J.1287388698 98 Date: 2020.02.21 10:34:15 -05'00'

SPE606-25-R-0200 SEA CARD OPEN MARKET PROGRAM

Contracting Approval:	ROSE.JAMAAL.R.1050293366 Digitally signed by ROSE.JAMAAL.R.1050293366 Date: 2020.02.27 13:09:56 -05'00'
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DISTRIBUTION STATEMENT – A: APPROVED FOR PUBLIC RELEASE. DISTRIBUTION IS UNLIMITED

C-0003 ENERGY QAP C36-2 FUEL OIL, INTERMEDIATE, RME-380 (IFO 380) (DLA ENERGY FEB 2020)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE	UNIT OF ISSUE
9140-01-235-2882	Fuel Oil, Intermediate	380	Gallons

Supplies delivered under this contract, the Contractor shall conform to all International, Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a signatory or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 and 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or afterimposed Title V

(Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that an International, Federal, State, and/or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply.

Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment.

Product shall conform to the latest revision of ISO 8217 for Intermediate Fuel Oil, RMG, 380.

(a) **APPROVED ALTERNATE TEST METHODS.** Other than the test methods called for in ISO 8217, these test methods, below, may be used to determine the following requirements:

REQUIREMENTS TEST METHOD

Density @15oC, kg/m3 ASTM D 4052

Carbon Residue ASTM D 4530

Vanadium, mg/kg ASTM D 5863

Aluminum plus silicon, mg/kg ASTM D 5184

(b) **ENVIRONMENTAL:** As of 01 JAN 2020, under the requirements listed in MARPOL 73/78 Annex VI Regulation 14, RMG-380 purchased under DLA Energy programs shall not exceed a revised maximum sulfur weight percent of 0.5 (% m/m). This requirement does not supersede any stricter Federal, State, and local environmental requirements.

(c) **SAMPLING REQUIREMENT:** Unless otherwise indicated by the Contractor in writing, prior to award, and in accordance with the EVALUATION (SHIPS' BUNKERS) provision, product offered shall be required to fully meet the applicable specifications. The supplier shall provide to the receiving vessel a "Statutory Sample" of at least 400-milliliters in volume, taken from the receiving vessel's inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78 Annex VI Regulation 18.

	Signature
Prepared by:	MEREDITH.MICHAEL.E.1290973453 Digitally signed by MEREDITH.MICHAEL.E.1290973453 Date: 2020.02.20 15:57:12 -05'00'
Quality / Technical Support Office Approval:	BANISZEWSKI.DANIEL.J.1287388698 Digitally signed by BANISZEWSKI.DANIEL.J.1287388698 Date: 2020.02.21 10:35:51 -05'00'

SPE606-25-R-0200 SEA CARD OPEN MARKET PROGRAM

Contracting Approval:	ROSE.JAMAAL.R.1050293366 Digitally signed by ROSE.JAMAAL.R.1050293366 Date: 2020.02.27 13:10:37 -05'00'
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DISTRIBUTION STATEMENT – A: APPROVED FOR PUBLIC RELEASE. DISTRIBUTION IS UNLIMITED

C-0004 ENERGY QAP C36-3 FUEL OIL, INTERMEDIATE, GRADE RME-380 (IFO 380) (DLA ENERGY FEB 2020)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE	UNIT OF ISSURE
9140-01-417-6632	Fuel Oil, Intermediate	38T	Metric Tons

Supplies delivered under this contract, the Contractor shall conform to all International, Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a signatory or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 and 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or afterimposed Title V

(Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that an International, Federal, State, and/or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply.

Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment.

Product shall conform to the latest revision of ISO 8217 for Intermediate Fuel Oil, RMG, 380.

(a) **APPROVED ALTERNATE TEST METHODS.** Other than the test methods called for in ISO 8217, these test methods, below, may be used to determine the following requirements:

REQUIREMENTS TEST METHOD

Density @15oC, kg/m3 ASTM D 4052

Carbon Residue ASTM D 4530

Vanadium, mg/kg ASTM D 5863

Aluminum plus silicon, mg/kg ASTM D 5184

(b) **ENVIRONMENTAL:** As of 01 JAN 2020, under the requirements listed in MARPOL 73/78 Annex VI Regulation 14, RMG-380 purchased under DLA Energy programs shall not exceed a revised maximum sulfur weight percent of 0.5 (% m/m). This requirement does not supersede any stricter Federal, State, and local environmental requirements.

(c) **SAMPLING REQUIREMENT:** Unless otherwise indicated by the Contractor in writing, prior to award, and in accordance with the EVALUATION (SHIPS' BUNKERS) provision, product offered shall be required to fully meet the applicable specifications. The supplier shall provide to the receiving vessel a "Statutory Sample" of at least 400-milliliters in volume, taken from the receiving vessel's inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78 Annex VI Regulation 18.

	Signature
Prepared by:	MEREDITH.MICHAEL.E.1290973453 Digitally signed by MEREDITH.MICHAEL.E.1290973453 Date: 2020.02.20 15:57:41 -05'00'
Quality / Technical Support Office Approval:	BANISZEWSKI.DANIEL.J.1287388698 Digitally signed by BANISZEWSKI.DANIEL.J.1287388698 Date: 2020.02.21 10:37:34 -05'00'

SPE606-25-R-0200 SEA CARD OPEN MARKET PROGRAM

Contracting Approval:	ROSE.JAMAAL.R.1050293366 Digitally signed by ROSE.JAMAAL.R.1050293366 Date: 2020.02.27 13:13:37 -05'00'
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DISTRIBUTION STATEMENT – A: APPROVED FOR PUBLIC RELEASE. DISTRIBUTION IS UNLIMITED

C-0005 ENERGY QAP C36-4 FUEL OIL, INTERMEDIATE, GRADE RME-180 (IFO 180) (DLA ENERGY FEB 2020)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE	UNIT OF ISSUE
9140-01-417-6645	Fuel Oil, Intermediate	18T	Metric Tons

Supplies delivered under this contract, the Contractor shall conform to all International, Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a signatory or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 and 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that an International, Federal, State, and/or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment. Product shall conform to the latest revision of ISO 8217 for Intermediate Fuel Oil, RME, 180.

(a) **APPROVED ALTERNATE TEST METHODS.** Other than the test methods called for in ISO 8217, these test methods, below, may be used to determine the following requirements:

REQUIREMENTS TEST METHOD

- Density @15oC, kg/m3 ASTM D 4052
- Carbon Residue ASTM D 4530
- Vanadium, mg/kg ASTM D 5863
- Aluminum plus silicon, mg/kg ASTM D 5184

(b.) **ENVIROMENTAL:** As of 01 JAN 2020, under the requirements listed in MARPOL 73/78 Annex VI Regulation 14, RME-180 purchased under DLA Energy programs shall not exceed a revised maximum sulfur weight percent of 0.5 (% m/m). This requirement does not supersede any stricter Federal, State, and local environmental requirements.

(c.) **SAMPLING REQUIREMENT:** Unless otherwise indicated by the Contractor in writing, prior to award, and in accordance with the EVALUATION (SHIPS' BUNKERS) provision, product offered shall be required to fully meet the applicable specifications. The supplier shall provide to the receiving vessel a "Statutory Sample" of at least 400-milliliters in volume, taken from the receiving vessel's inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78 Annex VI Regulation 18.

	Signature
Prepared by:	MEREDITH.MICHAEL.E.1290973453 MEREDITH.MICHAEL.E.1290973453 Digitally signed by by Date: 2020.02.20 15:58:11 -05'00'
Quality/Technical Support Office Approval:	BANISZEWSKI.DANIEL.J.1287388698 Digitally signed by BANISZEWSKI.DANIEL.J.1287388698 Date: 2020.02.21 10:39:07 -05'00'
Contracting Approval:	ROSE.JAMAAL.R.1050293366 Digitally signed by ROSE.JAMAAL.R.1050293366 Date: 2020.02.27 13:14:52 -05'00'

DISTRIBUTION STATEMENT – A: APPROVED FOR PUBLIC RELEASE. DISTRIBUTION IS UNLIMITED

C-0006 ENERGY QAP C16.01 TURBINE FUEL, AVIATION (JP5)(DLA ENERGY MAY 2024)

See Attachment 1

C-0007 ENERGY QAP C16.23 FUEL, NAVAL DISTILLATE (F76)(DLA ENERGY FEB 2024)

See Attachment 2

SECTION E: INSPECTION AND ACCEPTANCE

E-0001 ENERGY QAP E5.01 INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS) (DLA ENERGY JAN 2013)

(a) INSPECTION.

(1) The Contractor shall maintain a written inspection system acceptable to the Government covering all supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been found by the Contractor to conform to the contract requirements. A copy of the written inspection system shall be in English. As part of that system, the Contractor shall be able to provide, for review by the Government, laboratory test data from its suppliers verifying that the supplies being furnished meet the contract requirements. The Government has the right to perform reviews and evaluations, as reasonably necessary, to ascertain compliance with this paragraph. Such reviews and evaluations by the Government shall be conducted in a manner that does not unduly delay contract performance. The right of review, whether exercised or not, does not relieve the Contractor of its obligations under the contract.

(2) The Government has the right to inspect and/or test all supplies called for by the contract, to the extent practicable, at any time or place prior to acceptance. Unless otherwise noted, inspection will be performed by the receiving activity based on documents required to be supplied by the Contractor at the time of delivery. The Government assumes no contractual obligation to perform any inspection or test for the benefit of the Contractor, unless specifically set forth in this contract.

(3) The Government may require the Contractor to provide the following samples of fuel being supplied under this contract, free of cost to the Government, to a testing location to be identified at the time of the request. The samples may be requested by the Contracting Officer or the Quality Manager, as identified in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS contract provision. The conditions under which the sample shall be taken (i.e. location, type) shall be included in the request and any testing performed shall be at the expense of the Government.

(i) A one (1) gallon sample under each line item. Requests for this type of sample shall be limited to no more than six (6) per year (per line item) during the life of the contract. However, if the Government deems that there is an issue with product quality under a specific line item, the Government reserves the right to increase the total number of samples to a maximum of twelve (12) per year for that line item.

(ii) A five (5) gallon sample under each line item. These samples are collected for the purpose of gathering data on world-wide bunker quality. Requests of this type shall be limited to no more than two (2) (per line item) per contract period. These samples shall be shipped to the following address:

ATTN: AIR 4.4.5 FUEL SAMPLE
NAVAL AIR STATION PATUXENT RIVER
HAZMART BUILDING 2385
22680 HAMMOND ROAD
PATUXENT RIVER, MD 20670-1534

(4) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(5) The Government may perform quality validation on samples taken at the point of acceptance, i.e., ship's manifold. In cases where on-site testing is available, acceptance shall not be conclusive until the results of the on-site tests confirm that the product conforms to the contract requirements. One representative sample, typically three (3) gallons, will be taken and split into three (3) sealed one (1) gallon samples. One sample shall be offered to the Contractor's representative. One sample shall be submitted by the

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Contractor's representative, at no cost to the Government, to a Government approved laboratory for analysis. The remaining sample shall be retained by the Contractor's representative for a minimum of ninety (90) days. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's facilities. In the event the test results on the sample taken at the acceptance point do not conform to contract specifications, the Government may exercise its rights and direct the Contractor to immediately remove the product at the Contractor's expense. Detainment of the Government vessel for the removal of nonconforming product will be at the Contractor's expense.

(6) When supplies are not ready for inspection or test at the time specified by the Contractor, the Contracting Officer may charge the Contractor for any additional cost incurred by the Government related to that inspection or test. The Contracting Officer may also charge the Contractor for any additional cost incurred by the Government when prior rejection makes reinspection or retest necessary.

(7) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time when Contractor inspections or tests will be performed in accordance with the terms and conditions of the contract and when the supplies will be ready for Government inspection. The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished.

(8) The contractor may provide transportation to/from/between contractor facilities and operations to a DLA Energy representative performing official duties relating to the administration of the contract and the contract price includes any such transportation.

(9) A copy of the latest full specification analysis for the shipping tank shall be provided to the customer at the time of each delivery. If the latest shipping tank analysis is not available, the full specification certificate of quality for the most recent product delivered into that shipping tank shall be provided. Additionally, when product is supplied by barge, the following analysis results shall be provided on a barge composite sample: Appearance, Color, Density, and Flash Point.

(b) **ACCEPTANCE.** Acceptance of the supplies furnished hereunder will take place at destination notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

E-0002 ENERGY QAP E12 POINT OF ACCEPTANCE (DLA ENERGY JUL 2015)

(a) For f.o.b origin contract items, acceptance of the supplies furnished hereunder shall take place at origin.(b) For f.o.b. destination contract items, acceptance of the supplies furnished hereunder shall take place at destination.

(c) Acceptance shall take place as stated above, unless specifically stated otherwise in contract.

E-0003 ENERGY QAP E21.01 POINT OF INSPECTION (DLA ENERGY JUN 2015)

This Energy QAP applies to the Bulk Fuel, Bulk FSII, Bulk Lube Oil and Posts, Camps, and Stations Programs.

When government inspection is deemed necessary, it shall be performed, prior to acceptance, by the office specified in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS or the QUALITY REPRESENTATIVE Energy QAP of this contract, whichever is applicable.

For f.o.b. origin contract items, inspection will normally be performed at origin, however, the Government reserves the right to perform an inspection at any point prior to acceptance.

For f.o.b. destination contract items, inspection will normally be performed at destination, however, the Government reserves the right to perform an inspection at any point prior to acceptance.

For f.o.b. destination contract items for aviation fuels delivered via waterborne transport, pipeline, rail car, tank truck, tank wagon and Bulk Fuel Container (BFC) and non-aviation fuels delivered by waterborne transport, a preliminary inspection for product quality will normally be performed at origin, with final inspection normally being at destination. However, the Government reserves the right to perform an inspection at any point prior to acceptance.

On contract items for delivery of drummed or packaged products, f.o.b. origin or f.o.b. destination, a preliminary inspection for product quality will normally be performed at the point of manufacturing or blending, with final inspection normally being at the f.o.b. point. However, the Government reserves the right to perform an inspection at any point prior to acceptance.

When the Contractor is informed by the responsible Inspection Office that government inspection is deemed necessary, the Contractor shall ensure that the Inspection Office is provided with sufficient information and advance notification to facilitate such inspection. When government inspection is necessary at a contractor or subcontractor (commercial or government) facility, the Contractor shall notify the Inspection Office of the necessary requirements to access those facilities and shall help facilitate such access. After initial notification, the Contractor shall keep the Inspection Office informed of any changes that may affect that inspection.

E-0004 ENERGY QAP E22 LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS (DLA ENERGY FEB 2022)

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The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DLA Energy contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, Bunkers refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this contract provision shall apply.

AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110 1
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120 2
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

1 The El Paso, Texas, area is assigned to Code 120 (DLA Energy Americas – West).

2 The Newcastle, Wyoming, area is assigned to Code 110 (DLA Energy Americas – East).

AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Cyprus	200	Malaysia	300	Singapore	300
Africa	200 3	Egypt	4003	Maldives	300	South America	110
Alaska	300	Europe (Continental)	200	Malta	200	South Korea	300
Antarctica	300	Georgia	200	Mauritius	200	Sri Lanka	300

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Armenia	200	Greenland	200	Mexico	110	Syria	400
Ascension Island	110	Hawaiian Islands	300	Midway Island	300	Taiwan	300
Australia	300	Hong Kong	300	Mongolia	300	Tajikistan	400
Azerbaijan	200	Iceland	200	Myanmar	300	Thailand	300
Azores	200	India	300	Nepal	300	Turkey	200
Bahrain	400	Indonesia	300	New Zealand	300	Turkmenistan	400
Bangladesh	300	Ireland	200	North Korea	300	United Arab	
Bermuda	110	Iran	400	Oman	400	Emirates	400
Bhutan	300	Iraq	400	Pacific Islands		United Kingdom	200
Brunei	300	Israel	200	(Central & South)	300	Uzbekistan	400
Cambodia	300	Japan	300	Pakistan	400	Vietnam	300
Canada	110/120	4 Jordan	400	Papua New Guinea	300	Wake Island	300
Canary Island	200	Kazakhstan	400	Philippines	300	Yemen	400
Caribbean Islands	110	Kuwait	400	Qatar	400		
Central America	110	Kyrgyzstan	400	Russia	200		
Chagos Archipelago	300	Laos	300	Ryukus Islands, Japan	300		
China	300	Lebanon	400	Saudi Arabia	400		
Comoros	200	Madagascar	200	Seychelles Is.	200		

EXCEPTIONS:

3 Except for Egypt, which is assigned to DLA Energy Middle East (Code 400), all other countries in Africa fall under DLA Energy Europe (Code 200).

4 For Canada locations, contact DLA Energy Americas East (Code 110) to confirm coverage.

INSPECTION OFFICES AND CODES.

110. DLA Energy Americas East ATTN: Quality Manager 5 Federal Building, Suite 1005 2320 LaBranch Street Houston, TX 77004-1091
 Phone: (713) 332-4113
 FAX: (713) 718-3891

120. DLA Energy Americas West ATTN: Quality Manager 5
 800 Seal Beach Blvd
 Seal Beach, CA 90740
 Phone: (424) 347-3101/3102 FAX:
 (424) 347-3120

130. DLA Energy Americas North

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ATTN: Quality Manager 5
1480 Sijan Street, Suite 300
Joint Base Elmendorf-Richardson, AK 99505

Phone: (907) 384-7180 FAX:
(907) 384-1086

200. DLA Energy Europe and Africa Military Mailing Address:

DLA Energy Petroleum Lab
ATTN: Quality Manager 5
CMR 422
APO AE 09067-0422
Phone: 49-631-3406-2285/2286 6
FAX: 49-631-3406-2289 6

Commercial Shipping Address:

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

300. DLA Energy Indo-Pacific ATTN:

Quality Manager 5
Bldg. 17000, Room 21
APO AP 96543
Phone: (671) 366-7762
FAX: (671) 366-77676
[Location: Guam]

400. DLA Energy Middle East ATTN: Quality Manager 5 PSC 851, Box 180

FPO AP 09834-2800
Phone: 973-1785-6493 6
FAX: 973-1785-4650
6[Location: Bahrain]

5 Designated location of the DLA Energy Regional Quality Manager/Pre-Award Survey Monitor.

6 Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long-distance prefix for the country where the call originates.

E-0005 ENERGY QAP E35 NONCONFORMING SUPPLIES AND SERVICES (DLA ENERGY DEC 2011)

DEFINITION: As used in this contract provision:

Deviation is defined as a written authorization granted after contract award and prior to manufacture of an item, to depart from a particular performance or design requirement of a contract, specification, or referenced document, for a specific number of units or specific period of time, normally the duration of the contract.

Extraordinary situation means the matter cannot await resolution until the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded).

Waiver is defined as a written authorization granted after contract award to accept a configuration item or other designated item which, during production or after having been submitted for inspection, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method. Approval is on a case-by-case basis and is normally for a set period of time.

The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

The following procedures shall be used to request a deviation or waiver.

Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the appropriate Inspection Office referenced in the LIST OF INSPECTION OFFICES FOR DLA ENERGY CONTRACTS or QUALITY REPRESENTATIVE contract provision of

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this contract. Each request shall provide the following information: Contractor name; name and contact information of the contractor's authorized negotiator; contract number; contract line item number and product nomenclature, clause or contract provision number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and an agreement to pay an equitable price reduction, estimated and proposed by DLA Energy, over and above the administrative fee, contingent on the impact of the specific circumstances on DLA Energy relative to approval of the deviation or waiver.

In extraordinary situations, the Contractor may initially submit a verbal request for a waiver, but not a deviation, to the Contracting Officer. Written requests shall be submitted to the Contracting Officer by the next DLA Energy business day (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). If the Contracting Officer cannot be reached, the Duty Officer shall be contacted to provide the necessary information to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (571) 767-8420.

If a deviation or waiver is granted, the contract will be modified to accept the nonconforming supplies or services and to require the Contractor to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation warrants, a deviation or waiver may be granted without prior agreement on price reduction or other consideration, subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such an agreement, in addition to a brief description of the terms of the deviation or waiver, shall be documented on the shipping document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS contract provision of this contract.

If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$500, which covers administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

If a deviation or waiver is granted modifying this contract, but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$1000, a second contract modification shall be issued reducing the Contractor's obligation to \$1000 (the administrative cost of issuing the two required modifications), plus, if appropriate, any cost of Government reinspection or retest performed as a result of the deviation or waiver being granted.

When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION OF SERVICES – FIXED PRICE, or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS contract provision, then in no event will consideration be less than \$500 to cover administrative costs. This \$500 fee is in addition to—

Consideration commensurate with the extent of nonconforming supplies; and Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DLA Energy contract.

Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to, rejecting the supplies or services whenever feasible and documenting the Contractor's performance record. SECTION F: DELIVERIES OR PERFORMANCE.

SECTION F: DELIVERIES OR PERFORMANCE

F-0001 F1.01-2 BUNKERING (DLA ENERGY JAN 2012)

(a) DELIVERY CONDITIONS.

(1) Unless otherwise specified, all items require delivery f.o.b. destination by means of transport truck, truck and trailer, tank wagon, pipeline, or barge under the following conditions:

(i) **Delivery By Pipeline (ex-pipe at pier or wharf).** Into Government vessel at a pier or wharf where the following conditions can be met: Pier **must** accommodate vessels up to 30 feet in draft, 600 feet in length with a displacement of approximately 9,000 tons. Pier must be serviced by a pipeline capable of delivering bunker fuel into the Government vessel at approximately 2,000 barrels per hour. The Contractor will provide a minimum 100-foot length of 4- to 6-inch hose and line handlers.

(ii) **Delivery By Barge.** Barge capacity of 2,000 - 5,000 barrels with pump/motor to discharge cargo to the Government vessel at approximately 1,500 to 2,000 barrels per hour. The Contractor must provide a clean barge suitable for loading bunker fuel. The Contractor will provide a minimum 100-foot length of 4- to 6-inch hose. The Contractor shall not be required to provide any additional hose unless requested by the receiving activity and accepted by the Contractor. The Contractor shall not be required to hook up hoses with the receiving conveyance prior to scheduled delivery time. When delivery of residual fuels is by barge, the Contractor may deliver using a heated barge for ease of flow.

(iii) **Delivery By Tank Truck, Truck And Trailer, Or Tank Wagon.** Truck delivery to a berthing pier, provided the berthing pier which must accommodate a Government vessel up to 30 feet in draft, 600 feet in length with a displacement of 9,000 tons. 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

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minimum of 15 feet of hose. At the Contractor's option, a transport truck may be substituted for items requiring delivery by truck and trailer.

(iv) **Connections.** Pump and hose connections to fit requesting vessels shall be provided by the Contractor for each delivery.

(v) **Order Size Capacity.** Ordered delivery quantities may require multiple delivery conveyances and/or return trips at less than a full load to satisfy the Government's requirement.

(2) Unless otherwise specified in the Schedule and/or contract, delivery into Government vessels (to include dredges & barges) by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made. Deliveries by barge shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 48 hours prior to the specific time such delivery is required to be made. However, if an item in the Schedule annotates a specific response/delivery time restriction/requirement, the Schedule shall dictate. Also see the SUPPLIES TO BE FURNISHED (SHIPS' BUNKERS) contract provision.

(3) 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 vessels being bunkered. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the bunkering location by the installation Commander, the port authorities and/or US Coast Guard. The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed lay-time and applicable free time. All delivery equipment and personnel must meet all environmental requirements for over water (marine) fuel deliveries. This is to include the requirements to have an approved U.S. Coast Guard Oil Response Plan for domestic ports.

(4) Unless otherwise specified in the Schedule and/or contract, orders placed under this contract may be cancelled by an authorized Ordering Officer within the following time period without incurring cancellation charges—

(i) **Delivery into Government vessels (to include dredges and barges) by means of transport truck, truck and trailer, tank wagon, Marine Service Station, or pipeline:** No less than 24 hours prior to the specific time such delivery is required to be made;

(ii) **Deliveries by barge:** No less than 48 hours prior to the specific time such delivery is required to be made; or

(iii) No less than the minimum delivery notice as stated in the Schedule, if different from the above. (b) **LOADING**

TEMPERATURE. Product offered as bunkers to U.S. Navy and Coast Guard Vessels (excluding those controlled by the Military Sealift Command) shall not exceed 49 degrees Celsius (120 degrees Fahrenheit) temperature at time of delivery. On all other bunkering the product shall be at least 5.5 degrees Celsius (10 degrees Fahrenheit) below the flash point of the product and in no case higher than 66 degrees Celsius (150 degrees Fahrenheit) if the tanks are uncoated, or 57 degrees Celsius (135 degrees Fahrenheit) if coated; PROVIDED, however, that in no event shall the difference between the temperature of the product entering the tanker manifold and the recorded temperature of the seawater at the tanker's condenser intake exceed 39 degrees Celsius (70 degrees Fahrenheit); PROVIDED, further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above so long as the temperature of the product remains at least 5.5 degrees Celsius (10 degrees Fahrenheit) below the flash point of the product.

(c) **DETERMINATION OF QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERY BY BARGE.** On items delivered by barge, the quantity shall be determined (at the Contractor's option) on the basis of--

(i) **Origin Shore Tank Measurements.** If the vessel is unable to receive any or all of the delivery, the Contractor must immediately notify the DLA Energy Contracting Officer of the circumstances and provide documentation to substantiate the quantity and location where excess product has been off-loaded); or

(ii) **Calibrated Meter;** or

(iii) **Gauging** the barge before and after delivery.

(iv) The Government reserves the right to have a representative present to witness the measurement of quantity.

(2) **DELIVERY BY PIPELINE OR FROM MARINE SERVICE STATION INTO VESSEL.** On items delivered by pipeline or from Contractor's marine service station, the quantity shall be determined (at the Contractor's option) on the basis of--

(i) Origin shore tank measurements; or (ii) Calibrated meter.

(iii) The Government reserves the right to have a representative present to witness the measurement of quantity.

(3) **DELIVERY BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON INTO VESSEL.** On items delivered by TANK TRUCK/TRUCK AND TRAILER/TANK WAGON, the quantity shall be determined (at the Contractor's option) on the basis of--

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- (i) Calibrated meter; or
 - (ii) Certified capacity tables. The tables must be made available at the time of delivery; or
 - (iii) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or
 - (iv) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. **If this method is used, the Government reserves the right to determine the quantity received at time of delivery by any valid means available.**
 - (v) The Government shall have the right to have a representative present to witness the measurement of quantity.
 - (vi) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--
 - (A) Weight, using calibrated scales; or
 - (B) A calibrated meter on the receiving tank system.
 - (vii) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
- (4) WATER BOTTOMS.**
- (i) Every delivery must be free of all water bottoms prior to discharge; and
 - (ii) The Contractor is responsible for their removal and disposal.
- (5) VOLUME CORRECTION.** Volume correction to liters at 15 degrees Celsius (or gallons at 60 degrees Fahrenheit) is required for--
- (i) All product volumes determined by gauging.
 - (ii) All product volumes determined by loading rack meters.
 - (iii) All pipeline tenders.
 - (iv) All product volumes determined by weight.
 - (v) All product volumes determined by meters or calibrated markers that are in excess of 20,000 liters (5,000 gallons) or that have a kinematic viscosity equal to or greater than 5.5 mm³/s.
- (6) MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside of the United States, other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (i) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used.
 - (A) Use Volume VIII, Tables 53B and 54B (or Volume II, Tables 5B and 6B) for all bunker fuels.
 - (B) Volume XII, Table 52, shall be used to convert cubic meters at 15 degrees Celsius to barrels at 60 degrees Fahrenheit, except when this method is restricted by foreign law. Convert liters at 15 degrees Celsius to cubic meters at 15 degrees Celsius by dividing by 1,000. Convert gallons at 60 degrees Fahrenheit to barrels at 60 degrees Fahrenheit by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
 - (C) If the original measurement is by weight and quantity is required in U. S. gallons, then--
 - (a) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit.
 - (b) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.
 - (D) If the original measurement is by volume and quantity is required in metric tons, then metric tons shall be calculated by multiplying the volume in (m³) at 15 degrees Celsius by the density (in kg/m³) at 15 degrees Celsius. Convert kilograms to metric tons by dividing by 1,000.
 - (ii) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.
- (d) **BACK-HAUL. NOTE: Navy and USCG regulations may require certain vessels to "top-off" for maintaining a specific reservoir of fuel quantity on-board at all times when on stand-by mode. In addition, instability of the vessel in water may result in variances between the quantity ordered vice receivable by the vessel resulting in returned product.**
- (1) On f.o.b. destination deliveries as ships' bunkers, excess quantities ordered but not accepted by the Government will be referred to as **back-haul. Back-haul charges are only those transportation charges associated with returning the excess quantities to the supply terminal or, if not returnable, incurred demurrage until the product is sold off the barge or truck all resulting**

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in back-haul. Contractors shall limit the time product remains in transit or on-board the barge or truck until sold to another party to mitigate costs. Failure to do so may result in denial of the claim.

(2) Any back-haul remaining after delivery has been made will be handled as follows:

(i) SEA Card Order Management System (SEA CARD® ONLINE) Orders.

(A) Charges for detention are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with the SUBMISSION OF INVOICES FOR NON-FUEL CHARGES – LOCAL PURCHASE PAYMENT REQUIREMENTS (FUEL CARD SERVICES) contract provision, the Contractor shall invoice these charges using SEA CARD® ONLINE, upon approval by the activity, the Credit Card Processor (CCP) will pay the Contractor and the CCP will then bill the receiving activity.

(B) In the event the incurring activity disputes the charge(s), the DLA Energy Contracting Officer in accordance with procedures set forth in subparagraph (ii) below for non-SEA CARD® ONLINE orders. The Contractor may include the SEA CARD® ONLINE processing fee as parts of its claim which must be clearly identified and expressed as a whole number, **not** a percentage.

(ii) Non-SEA CARD® ONLINE Orders

(A) The Contractor shall notify the Contracting Officer and the Ordering Officer as to the amount and type of product not taken by the vessel and the location(s) that caused the back-haul.

(B) The Contractor shall file a claim against the Government for returned quantities. This claim shall be submitted to the Contracting Officer in accordance with procedures set forth in paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause. **For back-haul:** A copy of the transportation provider's and/or supplier's invoice for the transportation cost must be provided as evidence to substantiate the actual cost of transportation cost per unit of issue. **For demurrage leading to sold product:** A detailed copy of the incurred demurrage charge must be provided as evidence to substantiate the demurrage rate. A copy of the written fuel order (as cited in the SUPPLIES TO BE FURNISHED (BUNKERS) contract provision) and signed receiving reports from the Government must also be submitted for all claims described above.

(C) Claims shall be forwarded to the Contracting Officer, with supporting documents, no later than 120 days after the original delivery date, failing which the Government shall be discharged from any and all liability in respect thereof.

(3) Product downgraded due to its inability to be reintroduced into a terminal shall be treated as a separate claim unlike back-haul. Contractors must submit all supporting documentation of this result to the Contracting Officer to substantiate the claim and within the time-frame as described in (C) above.

(e) CONTRACTOR DELIVERY DELAYS.

(1) The Contractor shall be liable for costs the Government incurs due to delays/detainments/demurrage of vessels when--

- (i) The actual pumping rate for the method of delivery does not meet the required contract rate;
- (ii) The Contractor fails to deliver due to fuel shortages/outages;
- (iii) The Contractor cannot deliver by the contracted method of delivery;
- (iv) The Contractor fails to provide the proper delivery conveyance equipment; or
- (v) Any other delay or default does not constitute an excusable delay.

(2) Any demurrage claims against the Contractor shall be computed to the nearest half hour.

(3) MILITARY SEALIFT COMMAND (MSC) VESSELS.

(i) If the delayed vessel is under a voyage (spot) charter, demurrage may be assessed at the rate provided in the charter. For long term barge contracts not awarded by MSC, demurrage may be assessed at the contract hire rate for the vessel. In all cases when the vessel is under charter, the demurrage payable by the Contractor shall not exceed the actual demurrage expense incurred by the Government.

(ii) If the vessel is not under a voyage charter, demurrage may be assessed at the demurrage rate for that class of vessel as published by the MSC.

(4) Acceptance of a late delivery shall be for the purpose of mitigating damages and shall not constitute a waiver of the Government's right to recover delay damages from the Contractor.

F-0002 F3.01 TRANSPORT TRUCK, TRUCK AND TRAILER AND/OR TANK WAGON FREE TIME AND DETENTION RATES (BUNKERS) (DLA ENERGY JAN 2012)

(a) Upon arrival of Contractor's transport truck, truck and trailer, or tank wagon, the receiving activity shall promptly designate the delivery point into which the load is to be discharged.

(b) **DETENTION BEYOND FREE TIME CAUSED BY THE GOVERNMENT.**

(1) SEA Card Order Management System (SEA CARD® ONLINE) Orders.

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(i) Charges for detention are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with the SUBMISSION OF INVOICES FOR NON-FUEL CHARGES – LOCAL PURCHASE PAYMENT REQUIREMENTS (FUEL CARD SERVICES) contract provision, the Contractor shall invoice these charges using SEA CARD® ONLINE, upon approval by the activity, the Credit Card Processor (CCP) will pay the Contractor and the CCP will then bill the receiving activity.

(ii) In the event the incurring activity disputes the charge(s), the DLA Energy Contracting Officer will be provided documentation from both parties in order to arbitrate a settlement. In the event an agreement cannot be reached through Alternate Dispute Resolution (ADR), via arbitration, the Contractor shall file a claim in accordance with the Contract Disputes Act of 1978 and the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BUNKERS) clause. The Contractor may include the SEA CARD® ONLINE processing fee as parts of its claim which must be clearly identified and expressed as a whole number, **not** a percentage.

(2) **Non-SEA CARD® ONLINE Orders.** The Contractor shall be paid for detention beyond free time for delays caused by the Government. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(3) Unless otherwise specified in the delivery narrative for a particular line item, a minimum of one hour free time is required per item requiring transport truck, truck and trailer, or tank wagon delivery.

(i) **Additional free time beyond the stated minimum per item for unloading a transport truck, truck and trailer, or tank wagon in excess of the required one hour.**

Item Number

Additional Free Time

(ii) **Rate per item detention beyond required, plus any additional free time.**

Item Number

Rate per hour

(iii) 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. In addition, the Government will not pay more in detention rates that the actual rate charged by the common carrier or the rate the Contractor normally

charges its regular commercial customers, whichever is lower. UNLESS THE OFFEROR OTHERWISE INDICATES IN PARAGRAPH (b)(3)(i) and (ii) ABOVE, FREE TIME WILL BE CONSIDERED UNLIMITED.

(iv) **NOTE:** The above free time and detention rates will not be considered in the evaluation of offers for award.

F-0003 F16.03 BARGE UNLOADING CONDITIONS (SHIPS' BUNKERS) (DLA ENERGY JAN 2012)

(a) **ORDERING PROCESS.** The supplies ordered hereunder shall be delivered to the destination specified in a verbal order and/or DD 1155, SF 44, SF 1449, OF 347, or CD 404 (to be referred to in this contract provision as the “ordering document”), in accordance with the contract schedule, unless mutually agreed to by the parties. Unless otherwise specified in the contract, orders placed for bunkers for delivery (anchorage and/or pier-side) by means of barge will be furnished to the Contractor at least 48 hours, in advance of the date/time on which delivery is to be made, which date is hereinafter referred to in this contract provision as the “scheduled delivery date”. Each order will specify the quantity to be delivered, the scheduled delivery date, and location.

(b) **SCHEDULED DELIVERY DATE.** The scheduled delivery date may be changed by mutual agreement of the parties. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will be maintained.

(c) **EXPECTED TIME OF ARRIVAL.** Unless otherwise specified in the delivery narrative for a particular line item, the Contractor must provide to the receiving Government vessel a notice of readiness to bunker at least 2 hours prior to the scheduled bunkering. The Government shall provide a safe and assessable berth for the Contractor’s bunkering vessel, not later than 2 hours after receipt of the Contractor’s bunkering vessel’s notice of readiness to bunker.

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- (d) **LAYTIME.** Unless otherwise provided in the ordering document, the Government shall be allowed and will complete receipt of the bunkers within laytime determined as follows:
- (1) One hour for each 1,500 barrels of supplies to be bunkered. (Example: Quantity to be bunkered is 4,000 barrels, laytime will be 2 hours and 40 minutes.) This assumes the barge delivering bunkers is capable of pumping into the receiving vessel at a rate of 1,500 barrels per hour (BPH). Laytime will be extended by the appropriate additional time when the pumping rate is less than 1,500 BPH.
 - (2) Laytime shall commence as follows:
 - (i) At Notice of Readiness (NOR) plus 1 hour; or
 - (ii) Immediately upon arrival in berth of the Contractor's bunkering barge (i.e., all fast) provided that the Contractor provided notice of readiness to bunker at the proper time. (See paragraph (c) above.)
 - (iii) Laytime shall continue 24 hours a day, 7 days a week, without interruption, unless port authority regulations require differently, from its commencement until bunkering of the barge is completed and the hoses have been disconnected.
- (e) **LAYTIME CREDIT.**
- (1) If regulations of the Port Authority prohibit bunkering at any time, time so lost shall be added to the amount of allowed laytime.
 - (2) Delays, after commencement of laytime, attributed to the condition of the bunkering barge or delays caused by a failure of the bunkering barge will be added to the allowed laytime. In the event of Contractor delay, if total adjusted laytime is not fully utilized and/or is exceeded due to further Contractor delays, the provisions of paragraph (e), Contractor Delivery Delays, of the contract provision entitled BUNKERING PROVISIONS may be utilized.
 - (3) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the Government will result in increasing basic allowed laytime for one half of the delay.
 - (4) Delays caused solely by the Government, due to late arrival of the vessel, late commencement, and/or late continuation of the delivery, will be deducted from allowed laytime and/or freetime after coordination with the Chief Engineering and/or Ordering Officer. In the event of Government delay, if total allowed laytime and freetime are exceeded, the Contractor may bill for detention charges in accordance with paragraph (i) below. Evidence of such delay must be provided.
- (f) **DELAYS.** In the event of a breakdown of the Contractor's equipment, which prohibit bunkering for at least 2 hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain at berth. When the Government grants permission for the Contractor's equipment to remain at berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair. If the Contractor removes the equipment from the Government-provided berth, notice of readiness to bunker will be again required as provided in paragraph (b) above.
- (g) **EQUIPMENT.** Hoses for bunkering a barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the receiving Government vessel.
- (h) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies cross the receiving Government vessel's manifold.
- (i) **DETENTION RATE.**
- (1) **SEA Card Order Management System (SEA CARD® ONLINE) Orders.**
 - (i) Charges for detention are deemed ancillary, non-fuel charges and are the responsibility of the activity incurring them. In accordance with the SUBMISSION OF INVOICES FOR NON-FUEL CHARGES – LOCAL PURCHASE PAYMENT REQUIREMENTS (FUEL CARD SERVICES) contract provision, the Contractor shall invoice these charges using SEA CARD® ONLINE, upon approval by the activity, the Credit Card Processor (CCP) will pay the Contractor and the CCP will then bill the receiving activity.
 - (ii) In the event the incurring activity disputes the charge(s), the DLA Energy Contracting Officer will be provided documentation from both parties in order to arbitrate a settlement. In the event an agreement cannot be reached through Alternate Dispute Resolution (ADR), via arbitration, the Contractor shall file a claim in accordance with the Contract Disputes Act of 1978 and the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (BUNKERS) clause. The Contractor may include the SEA CARD® ONLINE processing fee as parts of its claim, must be clearly identified and expresses as a whole number, **not** a percentage.
 - (2) **Non-SEA CARD® ONLINE Orders.** The Contractor shall be paid for detention beyond free time for delays caused by the Government. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.
 - (3) The detention rate payable per hour by the Government for detainment of the Contractor's barge will be specified below. The detention payable to the Contractor shall in no event exceed the actual detention expense incurred by the Contractor's bunkering barge. Free time allowed and detention rates are not considered in evaluation of offers for awards although rates and times may be addressed during negotiations.

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<u>Item</u>	<u>Free Time Allowed</u>	<u>Detention Beyond Free Time</u>		
		<u>Barge</u>	<u>Tug</u>	<u>Other (explain</u>

NOTE: Exceptions to laytime are not allowed.

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

 10 Percent increase

 10 Percent decrease

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

(a)The term “f.o.b. destination,” as used in this clause, means-

(1)Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2)Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee. (b)The Contractor shall-

(1)

(i)Pack and mark the shipment to comply with contract specifications; or

(ii)In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2)Prepare and distribute commercial bills of lading;

(3)Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4)Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5)Furnish a delivery schedule and designate the mode of delivering carrier; and

(6)Pay and bear all charges to the specified point of delivery.

SECTION G: CONTRACT ADMINISTRATION DATA

G-0001 G153.01 SUBMISSION OF INVOICES FOR NON-FUEL CHARGES (BUNKERS) (DLA ENERGY OCT 2008)

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(a) **GENERAL REIMBURSEMENT CONDITIONS.** The Defense Logistics Agency Energy (DLA Energy) shall reimburse the Credit Card Processor (CCP) for all authorized and properly invoiced SEA Card fuel purchases through Defense Finance and Accounting Service – Columbus Center. The CCP must separate purchases of fuel from non-fuel goods and services on each invoice. The CCP must send all non-fuel charges directly to the purchasing activity's **Home Station Payment Office** under the "SPLIT" billing procedures. Further information regarding fuel card accountability and payment procedures can be found on the DLA Energy website at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=28>.

(b) **NON-FUEL CHARGES FOR SEA CARD^(SM).** The SEA Card^(SM) can be used to facilitate payment for authorized ancillary non-fuel services. Authorized ancillary services are limited to--

- (1) Overtime charge;
- (2) Backhaul charge; and
- (3) Demurrage charge.

Note that the ancillary charges should be fully built up prices which may include any costs associated with acceptance of the SEA Card^(SM) such as merchant fees.

The CCP will accept a consolidated invoice from the DLA Energy Bunkers Contractor that reflects both contract refueling and ancillary goods and services received, provided that all charges on the invoice are payable to a single vendor. The CCP shall pay the DLA Energy Bunkers Contractor for non-fuel charges and submit an invoice for the non-fuel charges to the **Home Station Payment Office**. The DLA Energy Bunkers Contractor is responsible for contacting the CCP for applicable merchant agreements and payment terms and conditions for non-contract items.

When processing ancillary charges via the DoD SEA Card^(SM) Order Management System (DoD-SCOMS®), the DLA Energy Bunkers Contractor agrees to the following statement: "**The Merchant agrees that submission of the delivery receipt/invoice and subsequent receipt of payment and failure to return within 30 days finally and unconditionally releases and discharges the Government from all liability, claims, demands, causes of action, and legal expenses, accrued, known or unknown, which the Merchant has/might have relating to the Order, including all obligations of the Government to make further payment. Any charges the Merchant wishes to exempt from this release must be set forth below and will be processed outside DoDSCOMS®.**" By accepting this statement during processing, the DLA Energy Bunkers Contractor agrees to post notice of ancillary charges within 30 days of fuel delivery. If the DLA Energy Bunkers Contractor knows the total amount of ancillary charges for a fuel delivery within 30 days and inputs that amount into DoD-SCOMS® within 30 days of fuel delivery, the CCP will accept and pay the ancillary charges through DoD-SCOMS®. If the DLA Energy Bunkers Contractor does not know or input the total amount of ancillary charges within 30 days of the delivery, the DLA Energy Bunkers Contractor must post a notice in the DoD-SCOMS® system that ancillary charges will be due and once the total ancillary charges for the fuel delivery are known, the DLA Energy Bunkers Contractor may submit a claim to the Contracting Officer in accordance with the CLAIMS clause. If the DLA Energy Bunkers Contractor does not identify ancillary charges within 30 days of the delivery by posting a notice in DoD-SCOMS®, the Government is released from all liability, claims, demands, causes of action, and legal expenses, accrued, known or unknown, which the DLA Energy Bunkers Contractor has/might have relating to the Order, including all obligations of the Government to make further payment.

In the event that the activity refuses to pay the non-fuel charges, the DLA Energy Bunkers Contractor may submit a claim to the Contracting Officer in accordance with the DISPUTES clause. The following documentation is required for all disputes: a copy of the transportation provider's and/or supplier's invoice for the transportation cost must be provided as evidence to substantiate the actual cost of transportation cost per unit of issue.

(c) **INVOICING BY CCP FOR NON-FUEL CHARGES.** The DLA Energy Bunkers Contractor shall provide sufficient information to the CCP to enable the CCP to ensure that the DLA Energy Bunkers Contractor's invoice contains the following information before sending it to the **Home Station Payment Office**:

- (1) Name and address of the CCP;
- (2) DLA Energy contract number;
- (3) Requisition number or Invoice number;
- (4) Description;
- (5) Quantity;
- (6) Unit of measure;
- (7) Unit price;
- (8) Extended price; (9) Delivery date; and
- (10) Account number.

(d) **PAYMENT MADE BY HOME STATION PAYMENT OFFICE FOR NON-FUEL CHARGES.** At a minimum, the **Home Station Payment Office** shall ensure that payment vouchers, disbursements or electronic funds transfer transmissions made to the CCP include the following information:

- (1) CCP's billing reference number for which payment is being made;
- (2) Customer number; and (3) Account number.

SECTION I: CONTRACT CLAUSES

The following clauses are incorporated by reference (IBR)

- FAR 52.203-3 GRATUITIES (APR 1984)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
- FAR 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)
- FAR 52.216-21 REQUIREMENTS (OCT 1995)
- FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS (NOV 2021)
- FAR 52.232-17 INTEREST (MAY 2014)
- FAR 52.242-13 BANKRUPTCY (JUL 1995)
- DFARS 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
- DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)
- DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023)
- DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2023)
- DFARS 252.225-7021 TRADE AGREEMENTS - BASIC (FEB 2024)
- DFARS 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
- DFARS 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2018)
- DFARS 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- DLAD 52.233-9001 DISPUTES- AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020)

I-0001 I1.01 DEFINITIONS (DLA ENERGY JUN 2009)

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

- (a) **Quality Assurance Representative (QAR)** is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.
- (b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, DLA Energy; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché .
- (c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.
- (d) **Supplies** means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea. An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

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- (e) **Acceptance** means the act of an authorized Representative of the Government by which the Government, for itself, or as an agent of another, assumes ownership of existing identified supplies tendered or approves specific services rendered, as partial or complete performance of the contract. For f.o.b. origin delivery acceptance occurs when the Government QAR signs the Material Inspection and Receiving Report (DD Form 250 series document). For f.o.b. destination delivery, acceptance occurs when the authorized Government Representative signs the DD Form 250 series document or the contractor's shipping document.
- (f) **Calibration** means the comparison of a measurement system or device of unverified accuracy to a measurement system or device of known or greater accuracy to detect and correct any deviation from required performance specifications of the unverified measurement system or device.
- (g) The terms **isolated system** and **segregated system** mean a system that has a positive separation from other systems in a tank farm through the means of blind flanges, locked double-block and bleed type valves, etc.
- (h) **Dedicated system** means a system that is self contained and for the exclusive use of a particular product.
- (i) **Common system** means a system that usually utilizes a manifold or pipeline that handles more than one product exclusively.

I-0002 128.01 FEDERAL, STATE, AND LOCAL TAXES (DLA ENERGY NOV 2011) (DEVIATION)

(a) As used in this contract provision--

- (1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.
- (2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
- (3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.
- (4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.
- (5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.
 - (6) **Outlying areas** means—
 - (i) **Commonwealths.** Puerto Rico and the Northern Mariana Islands;
 - (ii) **Territories.** American Samoa, Guam, and the U.S. Virgin Islands; and
 - (iii) **Minor outlying islands.** Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.
- (7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.
- (8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes. (b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the FEDERAL AND STATE TAXES/FEES or FEDERAL, STATE, AND LOCAL TAXES AND FEES contract provision.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
- (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

I-0003 128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DLA ENERGY DEC 2019)

(a) **FEDERAL PETROLEUM-RELATED TAXES.** UNLESS AN EXEMPTION OR EXCEPTION APPLIES, contract prices for petroleum-related products or services, including but not limited to gasoline, gasohol, aviation gasoline, diesel fuel, fuel oil, gas oil, biofuel, kerosene for use in aviation, fuel additives, or services to provide such products, furnished under this contract INCLUDE all applicable Federal petroleum-related taxes. Examples of such petroleum-related Federal taxes may include, but are not limited to, the Federal Fuel Excise Tax and the Leaking Underground Storage Tank Tax. THE CONTRACTOR IS SOLELY RESPONSIBLE for identifying exemptions from or exceptions to Federal petroleum-related taxes, notifying DLA Energy of the

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exemption or exception, and refraining from invoicing for such exempted or excepted taxes, if authorized to do so by law. A Contractor not permitted by Internal Revenue Service regulations to sell tax-free fuel must state that in its offer.

(b) STATE OR TERRITORY TAXES INCLUDED. UNLESS AN EXEMPTION OR EXCEPTION APPLIES, all contract prices for petroleum-related products or services, including but not limited to gasoline, gasohol, aviation gasoline, diesel fuel, fuel oil, gas oil, biofuel, kerosene for use in aviation, fuel additives, or services to provide such products, furnished under this contract INCLUDE State taxes. Examples of such taxes may include, but are not limited to, fuel excise taxes, sales taxes, gross receipts taxes, or other similar such taxes. THE CONTRACTOR IS SOLELY RESPONSIBLE for identifying exemptions from or exceptions to state or territory petroleum-related taxes, notifying DLA Energy of the exemption or exception, and refraining from invoicing for such exempted or excepted taxes, if authorized to do so by law. The Contractor's invoice shall include a list of all State taxes that are included in the price, including the applicable rate.

(c) LOCAL TAXES INCLUDED. UNLESS AN EXEMPTION OR EXCEPTION APPLIES, all contract prices for petroleum-related products, including but not limited to gasoline, gasohol, aviation gasoline, diesel fuel, fuel oil, gas oil, biofuel, kerosene for use in aviation, fuel additives or services to provide such products, furnished under this contract INCLUDE local (city, county, etc.) taxes. Examples of such taxes may include, but are not limited to, fuel excise taxes, sales taxes, gross receipts taxes, or other similar such taxes. THE CONTRACTOR IS SOLELY RESPONSIBLE for identifying exemptions or exceptions from local petroleum-related taxes, notifying DLA Energy of the exemption or exception, and refraining from invoicing for such exempted or excepted taxes, if authorized to do so by law. The Contractor's invoice shall include a list of all local taxes that are included in the price, including the applicable rate.

(d) ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES INCLUDED. UNLESS AN EXEMPTION OR EXCEPTION APPLIES, all contract prices for petroleum-related products, including but not limited to gasoline, gasohol, aviation gasoline, diesel fuel, fuel oil, gas oil, biofuel, kerosene for use in aviation, fuel additives, or services to provide such products, furnished under this contract INCLUDE Federal, State/Territory, and local environmental and oil spill taxes and inspection fees. THE CONTRACTOR IS SOLELY RESPONSIBLE for identifying exemptions or exceptions from such taxes and/or fees, notifying DLA Energy of the exemption or exception, and refraining from invoicing for such exempted or excepted taxes and/or fees, if authorized to do so by law. The Contractor's invoice shall include a list of all environmental and oil spill taxes and inspection fees that are included in the price, including the applicable rate.

(e) LICENSES. Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are solely the responsibility of the Contractor. Failure to obtain appropriate license or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be included in the contract price.

I-0004 128.03-1 TAX EXEMPTION CERTIFICATES (DLA ENERGY AUG 2003)

(a) FEDERAL AND STATE EXCISE TAXES. Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) or State excise tax to the Contracting Officer or Ordering Officer.

(b) STATE TAXES OTHER THAN EXCISE TAXES, LOCAL TAXES, AND ENVIRONMENTAL TAXES AND FEES. Contractors shall forward requests for tax exemption certificates covering any State taxes other than excise taxes to the Contracting Officer or Ordering Officer. Examples of such taxes include local taxes, environmental taxes and inspection fees.

(c) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

I-0005 1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DLA ENERGY FEB 2009)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care or fail to comply with the requirements of this contract and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If

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disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

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

I-0006 I190.04 SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DLA ENERGY JUL 2016)

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

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

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

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

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties. (d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

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occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. (g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) Affected line item or subline item, if applicable; and (D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

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- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)). (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination. (k)
- Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

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- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations.

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

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

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance*. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or (B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

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- (7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.
- (e) *Definitions.* (1) The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference. As used in this clause- (i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
- (ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are- (A) Performed by the contractor;
(B) Performed by the subcontractors; or
(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- (iii) "Materials" means-
- (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);
(D) The following subcontracts for services which are specifically excluded from the hourly rate: [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and (E) Indirect costs specifically provided for in this clause.
- (iv) "Subcontract" means any contract, as defined in FAR [subpart 2.1](#), entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders. (i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer: (i) *Hourly rate.*
- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
- (D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
- (E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
- (1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
- (2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
- (3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer. (ii) *Materials.*
- (A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR [2.101](#), the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-
- (1) Quantities being acquired; and
(2) Any modifications necessary because of contract requirements.
- (B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-
- (1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

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(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and (B)

Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction

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for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable; (C) Affected line item or subline item, if applicable; and (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if-
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR [32.607-2](#)).
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.
 - (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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- (9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.
- (10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2024)

Products and Commercial Services.

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (May 2024)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
 - (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
 - (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
 - (6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)). (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

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

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

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

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

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

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- ___ (6) [Reserved].
- ___ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328). ___
- (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ([Pub. L. 115-390](#), title II). ___ (11)
- (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II).
- ___ (ii) Alternate I (Dec 2023) of [52.204-30](#).
- X (12) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- ___ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (14) [Reserved].
- ___ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).
- ___ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a). ___ (17) [Reserved] ___ (18)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644). ___
- (ii) Alternate I (Mar 2020) of [52.219-6](#).
- ___ (19)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (20) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)). ___
- (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Sep 2023) of [52.219-9](#). ___
- (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- X (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f). ___ (26)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ___ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- X (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- X (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (34)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#). ___
- (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)). ___
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X (36)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).

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- (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39)
- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- (40) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (41)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (44) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (45) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*).
- ___ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671](#)).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) ([5 U.S.C. 552](#) a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#). ___ (48)
- (i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83). ___
- (ii) Alternate I (Oct 2022) of [52.225-1](#).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ([19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (Dec 2022) of [52.225-3](#).
- ___ (iv) Alternate III (Feb 2024) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ([E.O. 13513](#)).
- ___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- ___ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).
- ___ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (63) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)). ___
- (64)
- (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). ___
- (ii) Alternate I (Apr 2003) of [52.247-64](#).
- ___ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

- ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). ___
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29U.S.C.206](#) and 41 U.S.C. chapter 67).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).
- (iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
- (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ([Pub. L. 115-390](#), title II). (B) Alternate I (Dec 2023) of [52.204-30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (x) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O. 11246).
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 - (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
 - (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
 - (xvi)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
 - (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 - (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain ServicesRequirements (May 2014) (41 U.S.C. chapter 67).
 - (xix) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022). (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xxii)
 - (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
 - (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
 - (xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
 - (xxvi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of clause)
- Alternate I* (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".
- Alternate II* (Feb 2024) . As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
- (d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—
 - (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
 - (ii) Interview any officer or employee regarding such transactions.
 - (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
 - (i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
 - (ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
 - (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
 - (C) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)).
 - (D) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
 - (E) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (F) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

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- (G) (1) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (Dec 2023) ([Pub. L. 115–390](#), title II).
(2) Alternate I (Dec 2023) [52.204-30](#).
- (H) [52.219-8](#), Utilization of Small Business Concerns (Feb 2024) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (I) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (J) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (K) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (L) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (M) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (N) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (O) (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627). (2) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- (P) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (Q) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (R) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (S) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (T) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (U) (1) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(2) Alternate I (Jan 2017) of [52.224-3](#).
- (V) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (W) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (X) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).
- (Y) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause-

After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)

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(1)The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2)Taxes imposed under 26 U.S.C. 5000 C may not be-

(i)Included in the contract price; nor (ii)Reimbursed.

(c)The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d)The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e)The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f)No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g)The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h)The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

FAR 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

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

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

Tax and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c)

(1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States, except as provided in subparagraph (c)(2) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000 C may not be- (i) Included in the contract price; nor (ii) Reimbursed.

(d)

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- (1) Except as provided in subparagraph (d)(2) of this clause, the contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.
- (2) The contract price may not be increased to offset taxes imposed under 26 U.S.C. 5000 C.
- (e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.
- (f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause. (g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250. (h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs. (i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.
- (j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machinereadable media.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

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“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

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“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line

items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the

following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

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(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

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- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at [252.232-7003](#). If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

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(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) *Subcontracts.* If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

DFARS 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024- 00006)

(a) Definitions. As used in this clause—

“Business operations” means knowingly engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other known apparatus of business or commerce. The term does not include— (1) Any shipment subject to price caps as specified in the—

Prohibition on Contracting with Russian Energy Fossil Fuel and Fossil Fuel Business Operations

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

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

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

(B) Actions taken to support the suspension or termination of business operations for commercial activities during the period beginning on the effective date and ending on December 31, 2029, including— (1) Any action to secure or divest from facilities, property, or equipment;

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

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

Fossil fuel company means an entity or individual that—

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

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

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

(b) Prohibition. In accordance with section 804 of the National Defense Authorization Act for

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

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

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

(i) Through the Russian Federation for sale outside of the Russian Federation; and Prohibition on Contracting with Russian Energy Fossil Fuel and Fossil Fuel Business Operations (ii) That was extracted from a country other than the Russian Federation with respect to the energy sector of which the President has not imposed sanctions as of the date on which the contract is awarded.

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

DFARS 252.225-7975 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2024-O0003) (DEC-2023)

- (a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (b) Subcontracts. The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial products and commercial services, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of Provision)

DFARS 252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2024-O0003) (DEC 2023)

- (a) The Contractor shall—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
- (2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at www.sam.gov—
- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and
- (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.
- (b) The Head of the Contracting Activity has the authority to—
- (1) Terminate any contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or
- (2)(i) Void any contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.
- (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial products and commercial services, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of Provision)

DFARS 252.229-7001 TAX RELIEF – BASIC 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 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA—BASIC (JAN 2023)

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. “Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are— (A) Other than commercial products; or

(B) Commercial products that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information: (1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

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- (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION

CONTRACT LINE ITEMS

TOTAL

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall—

- (1) Notify the Contracting Officer of that fact; and
- (2) Comply with all the terms and conditions of this clause.

(i) *Subcontracts.* In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Alternate I. As prescribed in [247.574](#) (b) and (b)(2), use the following clause, which uses a different paragraph (b) than the basic clause:

TRANSPORTATION OF SUPPLIES BY SEA—ALTERNATE I (JAN 2023)

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. “Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—
 - (i) Other than commercial products; or
 - (ii) Commercial products that—
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial products in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information: (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION

CONTRACT LINE ITEMS

TOTAL

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(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of this clause.

(i) *Subcontracts.* In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Alternate II. As prescribed in [247.574](#) (b) and (b)(3), use the following clause, which uses a different paragraph (b) than the basic clause:

TRANSPORTATION OF SUPPLIES BY SEA—ALTERNATE II (JAN 2023)

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

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies. “Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

(i) Other than commercial products; or

(ii) Commercial products that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s)

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as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information: (1) Prime contract number;
- (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of steamship company.
- (f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION

CONTRACT LINE ITEMS

TOTAL

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies, but the contractor learns after the award of the contract that supplies will be transported by sea, the Contractor shall notify the Contracting Officer of that fact.

(i) *Subcontracts.* In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation. (End of clause)

SECTION K: REPRESENTATIONS AND CERTIFICATIONS

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The following provisions are incorporated by reference (IBR):

- FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
- FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS (NOV 2021)
- FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)
- FAR 52.225-18 PLACE OF MANUFACTURE (AUG 2018)
- FAR 52.225-25 PROHIBITION OF CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATIONS AND CERTIFICATIONS (JUN 2020)
- DFARS 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION – BASIC (DEC 2019)
- DFARS 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (MAY 2021)
- DFARS 252.204-7020 DFARS 252.204-7020 NIST SP 800-171 DoD ASSESSMENT REQUIREMENTS (NOV 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)

K-0001 K15 RELEASE OF PRICES (DLA ENERGY MAR 2009)

The Defense Logistics Agency Energy (DLA Energy) will release prices of successful offerors after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Prices are the bottom-line price and do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror’s anticipated profit or any pricing factors.

K-0002 K33.01 AUTHORIZED NEGOTIATORS (DLA ENERGY APR 2007)

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

NAME	TITLE	PHONE NUMBER	E-MAIL ADDRESS
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K-0003 K86 FOREIGN TAXES (DLA ENERGY NOV 2014)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause 52.229-6, unless the contract provides otherwise, the contract price must include all applicable foreign taxes, duties, fees, or foreign government-levied charges (“taxes and duties”). In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause 52.229-6, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes and duties included in the price. If, when permitted by the contract, foreign

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taxes and duties are not included in the offered price, but are expected to be invoiced separately, the offeror shall list the specific name and amount of these foreign taxes and duties in paragraph (b) below.

(a) Foreign taxes and duties included in the contract price are as follows:

<u>NAME OF TAX, DUTY, FEE, OR FOREIGN GOVERNMENT-LEVIED CHARGE</u>	<u>AMOUNT</u>
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(b) Foreign taxes and duties invoiced separately are as follows:

<u>NAME OF TAX, DUTY, FEE, OR FOREIGN GOVERNMENT-LEVIED CHARGE</u>	<u>AMOUNT</u>
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FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) **The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.**

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-

7).

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAY 2024) WITH ALTERNATE I

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except— (1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"— Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically— (i)

To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern— (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16). Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned— (1)

Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that— (i)

It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR

125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] (2)

Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c).

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[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status. (d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-
 - (i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It has, has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
 - (i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.) (1)
 - (i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.
 - (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
 - (iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
 - (iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies." (2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

- (g)
- (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

- (i)
 - (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

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(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free

Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no". Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. ____

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act": Israeli End Products:

Line Item No.

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[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

Country of Origin

Line Item No.

Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products. Other End Products:

Line Item No.

Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).] (1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
 - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies—
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
TIN: _____.
- TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR1.6049-4; Other
_____.
- (5) Common parent.
Offeror is not owned or controlled by a common parent; Name and TIN of common parent:

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Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____ (Do

not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government. (2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. (r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity

Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name). (s)

[Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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- (1) 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".
- (2) The Offeror represents that—
 - (i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
 - (ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The following provisions are incorporated by reference (IBR):

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR
52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
FAR 52.233-1 DISPUTES (MAY 2014)

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION
CONTROLS (OCT 2016) (IBR)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (SEP 2023)

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

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

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(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

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

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

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

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

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

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at assisthelp@dlamail.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micropurchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

The Government contemplates award of a **Firm Fixed-Price Contract** resulting from this solicitation.

FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA Energy, Ft. Belvoir, VA.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-0001 L54 SITE VISIT (DLA ENERGY OCT 1992)

- (a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.
- (b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-0002 L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (PC&S) (DLA ENERGY JAN 2012)

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

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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 contract text in Addendum II).

Name, Address, and Phone Number
_____ of Transportation Company

State(s) in which transporter
_____ is authorized to operate _____

SECTION M: EVALUATION FACTORS FOR AWARD

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (NOV 2021)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Price and Technical Capability**. Proposals will be evaluated in accordance with FAR 52.212-2 Evaluation – Commercial Items, using Lowest Price Technically Acceptable source selection process. Each line item will be evaluated and awarded independently from all other line items. The following factors shall be used to evaluate offers:

FACTOR 1: PRICE

FACTOR 2: TECHNICAL CAPABILITY

FACTOR 1: PRICE

The lowest price will be determined by evaluating offers on a line item-by-line item basis. Each line item will be evaluated and awarded independently from all other line items. The six-month extension period in provision I209.09 for each line item will be evaluated by multiplying the offered unit price against an estimated quantity for the six month period. Evaluation of extensions does not obligate the Government to exercise option.

TECHNICAL CAPABILITY

The Government will evaluate an offeror's technical capability on an Acceptable/Unacceptable basis. In order to be considered for award, an offeror must meet or exceed the following technical acceptability standards:

- A. Acceptable: An offer will be deemed technically acceptable if it meets the requirements of the RFQ. To show that the offer meets the requirements of the RFQ, the offeror must offer to provide product that meets the applicable product specification as set forth in the RFQ. To allow the Government to determine acceptability, the offeror's proposal MUST contain a Certificate of Quality (CoQ), Certificate of Analysis (CoA) or other document showing properties of the product being offered. This documentation must demonstrate that the offeror can provide fuel meeting the applicable specification.

In addition, the offeror must also respond to the questions listed in Item 2 above, and to any other questions stated in the RFQ.

Offer must also agree with the solicited requirements regarding Mode of Delivery, Location of Delivery, Quantity Requested, Requested Delivery Date and Time, and any other requirements stated in the RFQ. Failure to do so will be treated as an exception and may render your offer Not Technically Acceptable.

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An offer must meet the minimum requirements of the solicitation, including the requirement schedule and product specification requirements in Section B, and delivery requirements in Section F. In order to meet these minimum requirements for the product specification subfactor, an offeror must submit a Certificate of Analysis (COA) or Certificate of Quality (COQ) and Commitment Letter demonstrating that the offeror can meet the applicable specification for the product offered based on DoD Standard practice established for Bunkers servicing of fuels at commercial ports in accordance with MARPOL 73/78 Annex VI Regulations 14 and 18, the latest revision of ISO 8217, Category ISO-F-DMA NS and ISO 13739 Petroleum products - Procedures for the transfer of bunkers to vessels, Section 9.2 Sampling procedures and equipment.

B. Unacceptable: An offer that does not meet the requirements of the RFQ.

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 assure awardees meet the FAR 9.104-1 standards for present responsibility. In addition, the Government may request that offerors provided commitment letters from its suppliers. The Government may also request copies of the transportation agreements with the offeror's transportation subcontractors. Offerors are encouraged to submit such commitment letters and transportation agreements with their initial offers. For biodiesel line items, an offeror must also submit its suppliers BQ-9000 certification and EPA registration letter to be found responsible, and should submit these documents with its proposal.

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

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

M-0001 M55 CONVERSION FACTORS (DLA ENERGY MAR 2007)

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

(1) TABLE I.

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

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(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER GALLONS PER LITERS PER BARRELS PER GALLONS PER				
	@15 ^o C	@60 ^o F					
	Kg/m ³	API	METRIC TON	METRIC TON	METRIC TON	LONG TON	LONG TON
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO. 5 HEAVY	960.7	15.7	6.557	275.39	1040.91	6.662	279.81
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<u>DIESEL FUELS</u>							
NO. 1 DIESEL (ALL)	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
NO. 2 DIESEL (ALL) & MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<u>INTERMEDIATE FUEL OILS</u>							
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01
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 DISTIL-							

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LATE FUEL (F76) 844.3 36.0 7.463 313.43 1184.41 7.582 318.46
 AND DFW (F75)

(3) TABLE III.

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

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DLA ENERGY APR 1997)

(a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation. (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either-

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

END OF THE DOCUMENT

C16.01 TURBINE FUEL, AVIATION (JP5) (DLA ENERGY MAY 2024)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT
9130-00-273-2379	Turbine Fuel, Aviation, JP-5	JP5
9130-01-499-9521	Turbine Fuel, Aviation, JP-5 (Bunker fuel overseas locations only)	JP5

Product shall meet MIL-DTL-5624X, Turbine Fuel, Aviation, Grade JP-5, dated February 12, 2024.

- (a) **SPECIFICATION MODIFICATION:** The requirements of Table I in the specification are modified as follows:
- a. **FILTRATION TIME TESTING.** Round upwards when reporting the filtration time, in minutes. For example, a filtration time of 4 minutes, 22 seconds, would be reported as 5 minutes.
 - b. **FLASH POINT TESTING.** The referee procedure for performing flash point testing of JP-5 shall be the manual method of the latest revision of ASTM D93, as opposed to the automated version of ASTM D93.
 - c. **FLASH POINT.**
 - i. All batches of JP-5 that are presented for Government acceptance at origin and for subsequent shipment through a multiproduct pipeline, shall meet a minimum flash point requirement of 62.5°C. This requirement is meant to address multiproduct commercial pipelines and does not apply to multiproduct systems within a facility.
 - ii. In the U.S. all JP-5 deliveries in California, Oregon, Washington, and Alaska shall have a minimum Flash Point of 62.5 °C at the custody transfer point.
 - iii. In Australia all JP-5 deliveries shall have a minimum Flash Point of 61.5°C at the custody transfer point.
 - d. **ACID NUMBER.** For JP-5 delivered to Kodiak Island, Alaska, the maximum total acid number shall be 0.020 mg KOH/g.
 - e. **MICRO-SEPAROMETER (MSEP) REQUIREMENTS.**
 - i. Prior to initial production under this contract, the Contractor shall elect, on a one-time basis, which MSEP limit to meet for the balance of the contract. If the Contractor introduces Fuel System Icing Inhibitor (FSII) and/or Corrosion Inhibitor/Lubricity Improver (CI/LI) after verification of product conformance with the MSEP requirement, the product is not required to meet a fixed limit on subsequent MSEP tests.
 - ii. If the Contractor elects to verify conformance with the MSEP requirement on a sample of product that does not contain FSII and CI/LI, an additional MSEP test shall be performed on a hand blend containing jet fuel, FSII, CI/LI, and Antioxidant (only if required). The FSII shall be added to this hand blend at a concentration range between 0.08 volume percent minimum and 0.11 volume percent maximum. The amount of the CI/LI added to this hand blend shall be within the concentration range specified in QPL-25017.
 - f. **ADDITIONAL REQUIREMENT APPLICABLE TO DEEP FREEZE PROGRAM ONLY.** The Deep Freeze Program is for Antarctic operations of the Department of Defense and other federal agencies; whereby JP-5 sulfur content shall not exceed 0.0015 mass-percent (15 ppm).
- (b) **ADDITIVES.**
- a. Additives are required for deliveries of JP-5, per MIL-DTL-5624X, dated February 12, 2024, unless addition is excluded by specific solicitation line item, applicable contract clause, or another contractual requirement. FSII included in jet fuel shall conform to MIL-DTL- 85470C, Inhibitor, Icing, Fuel System, High Flash, dated March 5, 2024.
 - b. The CI/LI additive(s) used shall conform to MIL-PRF-25017H Inhibitor, Corrosion/Lubricity Improver, Fuel Soluble, w/Amendment 1, dated August 4, 2011, and revalidated May 25, 2021,
 - c. Line injection of additives (FSII and CI/LI) from shipping tank to delivery conveyance or other free on board (FOB) point is permitted under the following conditions:
 - i. Additives must be proportionately injected throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel. The Contractor shall maintain records evidencing the homogeneous blending of all line injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.
 - ii. When FSII is required, additive concentration must be verified based on a representative sample from each shipping conveyance.
- (c) Conformance to specification requirements at the custody transfer point is required, however, prior to shipment, a laboratory hand blend of JP-5 fuel with all additives required by this contract shall be tested to verify compliance with the required specification (except for MSEP). MSEP analysis shall be performed per the Contractor's election in MIL-DTL-5624X, dated February 12, 2024.
- (d) **ADDITIONAL SAMPLING:** The government may request a sample of JP5 during each quarter of contract performance not to exceed 5 gallons. Samples shall be shipped in a 5-gallon epoxy lined can (preferred) or five 1-gallon epoxy lined cans. (NOTE: These samples are in addition to those required in accordance with Quality Assurance Provision (QAP) E1). The sample shall be shipped to

Naval Air Station HAZMART
 5-Gallon TEST SAMPLE
 22680 Hammond Road Bldg. 2385
 Patuxent River, MD 20670
 Attn: Terrence Dickerson, AB44100 Fuels & Lubricants
 Phone: (301) 757-0447; Email: terrence.w.dickerson.civ@us.navy.mil

The paperwork provided with these samples shall include the following information:

- Contract Number
- Contractor's Name
- Product
- Refinery Location
- Quantity of Tank/Batch
- Full-Specification Test Report**

(e) **BATCH SAMPLING:** The Contractor shall provide one 20 mL sample per each individual tank in a procurement batch.

For each 20 mL sample provided by the Contractor, the Contractor shall also submit a Refinery Certificate of Quality (RCQ), or Certificate of Analysis (CoA), as applicable, with the JP-5 sample when submitting to the US Naval Research Laboratory. The RCQ or CoA for each individual tank shall be representative of Level A testing for the JP-5 product.

NOTE: This sample is in addition to those required in accordance with Quality Assurance Provision (QAP) E1

QUANTITY OF SAMPLE	WHEN SAMPLED	SUBMISSION PERIOD
20 mL	Upon completion of each individual procurement batch	Shipped within 30 days of procurement batch delivery
"Batch" Definition in accordance with MIL-STD-3004-1A, 3.1.9: A specific quantity of product that is processed or utilized as a single unit and tested to meet test criteria and specifications.		

The sample from each tank/batch shall be either an all-level sample or a composite of upper, middle, and lower samples. A copy of the batch's full-specification test report shall accompany each sample. The sample container shall be any 20 mL amber borosilicate vial with a polytetrafluoroethylene (PTFE) lined screw cap. A tracking number for the samples shall be provided to: Terrence Dickerson at terrence.w.dickerson.civ@us.navy.mil or (301) 757-0447. Samples shall be shipped to:

Naval Air Station HAZMART
 20mL TEST SAMPLE
 22680 Hammond Road Bldg. 2385
 Patuxent River, MD 20670
 Attn: Terrence Dickerson, AB44100 Fuels & Lubricants

The paperwork provided with these samples shall include the following information:

- Contract Number
- Contractor's Name
- Product
- Refinery Location
- Quantity of Tank/Batch
- Full-Specification Test Report

For samples containing synthetic components, include the following additional information:

- Manufacturer of synthetic component
- Batch Number
- Date of Test Report
- Quantity of Tank/Batch
- Percent Composition
- Production Process of Synthetic Component
- Feedstock
- Full-Specification Test Report

	Signature
Prepared by	
Quality Technical Support Office Approval	
Contracting Approval	

C16.23 FUEL, NAVAL DISTILLATE (F-76) (DLA ENERGY FEBRUARY 2024)

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DLA ENERGY PRODUCT CODE
9140-00-273-2377	Fuel, Naval Distillate	F76

For supplies delivered under this contract, the Contractor shall conform to all International, Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The Contractor shall also comply with all applicable International Agreements, Treaties, Conventions, and the like to which the United States is a signatory or with whose terms the receiving activity has otherwise agreed to comply, including but not limited to, the requirements of MARPOL 73/78 Annex VI Regulations 14 and 18. The Contractor shall be responsible for determining the existence of all such requirements prior to the time deliveries are made. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. In the event that an International, Federal, State, and/or local environmental requirement, as identified above, is more stringent than a requirement contained in this contract, the Contractor shall deliver product(s) that complies with the more stringent requirement. Product(s) that fails to meet the more stringent requirement will be considered nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s). In the event that compliance with the more stringent requirement causes the contractor to incur additional costs, the contractor may request an equitable adjustment.

Unless otherwise indicated by the Contractor in writing, prior to award, the product offered shall be required to fully meet all applicable specifications. The supplier shall provide to the receiving vessel a “Statutory Sample” of at least 400 mL in volume, taken from the receiving vessel’s inlet bunker manifold, together with a Bunker Delivery Note (BDN). This sample will be sealed and carry a sample tag that provides the documentation required per MARPOL 73/78, Annex VI Regulation 18.

- a) Naval Distillate Fuel (F-76) shall conform to the requirements of Military specification MIL-DTL-16884P dated 26 Sept 2017. Nomenclature for Naval Distillate Fuel (F-76) is shown above.
- b) **SPECIFICATION MODIFICATIONS:**
 - 1) Flash Point: All batches of F-76 that are presented for Government acceptance at origin shall meet a minimum flash point requirement of 62.5 degrees Celsius (°C).
 - 2) F-76 offered from a location other than where refined (excludes synthesized material as defined in section 3.2.2 and 3.2.3 of MIL-DTL-16884P) requires testing for FAME content by test method ASTM D7963, BS EN 14078, or IP 579. ASTM D7963 is considered to be the referee test method.
 - 3) In Australia, all deliveries of F-76 shall have a minimum Flash Point of 62.5°C at the custody transfer point.
 - 4) Ash, mass%: All batches of F-76 shall not exceed 0.010% Ash by ASTM D482.
- c) **MATERIALS:** The F-76 supplied under this contract shall not contain un-hydrotreated light cycle oils or contain any stabilizer additives, or any other additive or material not explicitly allowed per section 3.2 of MIL-DTL-16884P.

For F-76 containing a synthetic component, the synthetic component shall be certified to Tables A-I and A-II of MIL-DTL-16884P; for synthesized iso-paraffins, the synthetic component shall be certified to Tables B-I and B-II of MIL-DTL-16884P. It is not necessary to analyze each batch of the synthetic component for compliance with Table A-II (or Table B-II, as applicable) once it is demonstrated that the process scheme is adequately controlled and if no significant changes to existing production operations have been made, such as a turnaround event on a refinery unit used to produce the synthetic component or a change in feedstock material. The signed F-76 synthetic component certification page shall be supplied for each shipment which includes synthetic paraffinic materials, attesting that no changes to the production process have been made, and certifying that the last certificate of analysis, dated and including Table A-II (or Table B-II, as applicable) results, is still valid.

- d) **ADDITIVES:**
 - 1) Lubricity Improver Additive (LIA) – Lubricity additives are allowed in F-76. The LIA additive(s) used shall conform to MIL-PRF-32490A, Performance Specification, Additive, Lubricity Improver, Distillate Fuel, dated 24 May 2019 and found in ASSIST and shall

be listed in the electronic Qualified Products List (QPL)-32490, located in the Qualified Products Database (QPD) found at <https://assist.dla.mil/> (or <http://quicksearch.dla.mil/>). Instructions on how to use ASSIST are located in QAP C1.02. Either Grade A, Grade B, or Grade C material is suitable for treatment of de-sulfurized F-76. Additive concentration shall not exceed the maximum allowable concentration applicable to the specific additive selected for inclusion in finished F-76.

- 2) Information pertaining to qualification of additives not currently listed on QPL-32490 may be obtained from Commander, Naval Sea Systems Command, ATTN: SEA 05S, 1333 Isaac Hull Avenue, SE, Stop 5160, Washington Navy Yard, DC 20376-5160, USA, or by e-mailing CommandStandards@navy.mil.
 - 3) Dyes and Markers - Red dye required in off-highway diesel fuel in accordance with 40 CFR Part 80 as modified by the Environmental Protection Agency's interim final rule published in the Federal Register dated July 14, 1994 shall not be added to F-76. The finished product shall show no visual evidence of red dye. This F-76 product is for military, off-highway use only and must be segregated at all times from any diesel fuel used on-highway. NOTE: Red dye does not apply to Atlantic/Europe/Mediterranean or Western Pacific Overseas Bulk purchase programs unless offering refinery is located in the United States or one of its possessions.
- e) **ADDITIONAL SAMPLING:** The government may request a sample of F-76 during each quarter of contract performance not to exceed 5 gallons. Samples shall be shipped in a 5-gallon epoxy lined can (preferred) or five 1-gallon epoxy lined cans. (NOTE: These samples are in addition to those required in accordance with Quality Assurance Provision (QAP) E1). The sample shall be shipped to:

Naval Air Station HAZMART
 5-gallon TEST SAMPLE
 22680 Hammond Road Bldg. 2385
 Patuxent River, MD 20670
 Attn: Terrence Dickerson, AB44100 Fuels & Lubricants
 Phone: (301) 757-0447; Email: terrence.w.dickerson.civ@us.navy.mil

The paperwork provided with these samples shall include the following information:

- Contract Number
- Contractor's Name
- Product
- Refinery Location
- Quantity of Tank/Batch
- Full-Specification Test Report**

- f) **BATCH SAMPLING:** The Contractor shall provide one 20 mL sample per each individual tank in a procurement batch.

For each 20 mL sample provided by the Contractor, the Contractor shall also submit a Refinery Certificate of Quality (RCQ), or Certificate of Analysis (CoA), as applicable, with the F-76 sample when submitting to the US Naval Research Laboratory. The RCQ or CoA for each individual tank shall be representative of Level A testing for the F-76 product.

NOTE: This sample is in addition to those required in accordance with Quality Assurance Provision (QAP) E1

QUANTITY OF SAMPLE	WHEN SAMPLED	SUBMISSION PERIOD
20 mL	Upon completion of each individual procurement batch	Shipped within 30 days of delivery of procurement batch
"Batch" Definition in accordance with MIL-STD-3004-1A, 3.1.9: A specific quantity of product that is processed or utilized as a single unit and tested to meet test criteria and specifications.		

The sample from each tank/batch shall be either an all-level sample or a composite of upper, middle, and lower samples. **A copy of the full-specification test report shall accompany each sample.** The sample container will be any 20 mL amber borosilicate vial with a polytetrafluoroethylene (PTFE) lined screw cap. A tracking number for the samples shall be provided to: Terrence Dickerson at terrence.w.dickerson.civ@us.navy.mil or (301) 757-0447. Samples shall be shipped to:

Naval Air Station HAZMART
20mL TEST SAMPLE
22680 Hammond Road Bldg. 2385
Patuxent River, MD 20670
Attn: Terrence Dickerson, AB44100 Fuels & Lubricants

The paperwork provided with these samples shall include the following information:

Contract Number
Contractor's Name
Product
Refinery Location
Quantity of Tank/Batch
Full-Specification Test Report

For samples containing synthetic components, include the following additional information:

Manufacturer of synthetic component
Batch Number
Date of Test Report
Quantity of Tank/Batch
Percent Composition
Production Process of Synthetic Component Feedstock
Full-Specification Test Report

g) TRACEABILITY:

- 1) F-76 fuel supplied under this contract shall maintain traceability with respect to additives and materials, which is defined as the ability to trace the individual batch of fuel back to the original point of manufacture through documentation.
- 2) All traceability documentation shall be sufficient to guarantee that at no point have any unauthorized materials or additives been blended into the final product or any of its associated blend components per section 3.2 Material of MIL-DTL-16884P.
- 3) For all F-76 supplied, the traceability documentation shall consist of statement(s) attesting to the materials composition, which includes materials derived from non-petroleum sources, additives and their concentration levels. Additives and concentrations to be reported include LIAs outlined in section d.1 above and any trace additives resulting from existing tank heels, product trail-back in a multiproduct system, all product blending operations, etc.
- 4) If F-76 is produced by means of blending, the traceability requirement and documentation for additives and materials shall apply to each blending component used from the point of manufacture through the blend operation. Materials composition, additives and their concentration levels shall be included. The requirement and intent of traceability for blend components is not to obtain full certificates of analysis of each individual blend component, but for certification that no unapproved additives or materials are present in blend components used.
- 5) The form titled: "F-76 Traceability Signature Page" (attached below) shall be used to document conformance with the provisions of this traceability paragraph. The offeror/supplier shall comply with this requirement utilizing one of the three options below and notification shall be provided to both the contracting office and QT@dla.mil during the pre-award phase which option was chosen for compliance. Documents provided in conjunction with individual shipments shall be uploaded into Wide Area Work Flow as attachments under the quality tab.
 - i) OPTION 1 – As part of the offeror submission package the offeror shall provide the traceability signature page from each entity in the supply chain providing and/or handling F-76 product and/or blending components all the way back to the point of manufacture. For each individual shipment, the supplier will submit a traceability page signed only by the awardee.
 - ii) OPTION 2 – As part of the offer submission package the offeror shall provide the traceability signature page, signed only by the offeror. Upon award and prior to the first shipment the awardee shall provide the signed traceability signature page from each entity in the supply chain providing and/or handling F-76 product and/or blending components all the way back to the point of manufacture. For each individual shipment, the supplier will submit a traceability page signed only by the awardee.
 - iii) OPTION 3 – As part of the offeror submission package, the offeror shall provide the traceability signature page, signed only by the offeror. For each individual shipment, the awardee shall provide the signed traceability signature page from each entity

in the supply chain providing and/or handling F-76 product and/or blending components all the way back to the point of manufacture.

Regardless of the option chosen, the traceability sheet signed by offeror shall be submitted to both the contracting office and to QT@dla.mil during pre-award phase.

For OPTION 1 or OPTION 2, the purpose of the awardee submitting a signed traceability page with each shipment is to confirm that the initial traceability certification is still valid at the time of F-76 product shipment.

- 6) If at any point during the contract period the traceability information provided under OPTION 1 or OPTION 2 becomes invalid (i.e. the supply chain is altered or the source of F-76 product or a blending component changes), the supplier shall notify both the contracting office and QT@dla.mil and updated documentation shall be provided.

	Signature
Prepared by:	
Quality Technical Directorate Approval:	
Contracting Approval:	

F-76 Traceability Signature Page

Contract or Solicitation Number:	
CLIN:	
Order Number:	
Shipment Number:	

Traceability OPTION selected per paragraph g.5 (circle or otherwise indicate which one of the three options is chosen):

OPTION 1

OPTION 2

OPTION 3

F-76 fuel supplied under the above contract, CLIN, order number and shipment number maintains traceability with respect the materials composition, additives and their concentration levels. This signed statement certifies that at no point have any unauthorized un- hydrotreated light cycle oils, other unauthorized materials, or additives been blended into the final product or any of its associated blend components per the most recent revision of MIL-DTL-16884 at date of contract award. All materials and additives are listed below. The percentage of each material as defined in sections 3.2, 3.2.2, and 3.2.3 (i.e. refined hydrocarbon distillate fuel, Fischer-Tropsch, Hydroprocessed Renewable Diesel, etc.) and the concentration level for each additive are also shown. For the purposes of the offeror submission this signed statement attests that no unapproved additives or materials will be added to batches or components of batches of F-76 for delivery under government contracts.

Signature:	
Printed Name:	
Title:	
Company Name:	
Date:	

Material	Percent

Additive	Concentration	Responsible Party for Injection

F-76 Synthetic Component Certification

Contract or Solicitation Number:	
CLIN:	
Order Number:	
Shipment Number:	

Synthetic paraffinic materials supplied as indicated with the above contract, CLIN, order number, and shipment number is derived from either Fischer-Tropsch (FT) or Hydroprocessed Renewable Diesel (HRD) methods. This signed statement certifies that since the last certificate of analysis (COA), including table A-II or B-II results of MIL-DTL-16884P, Appendix A or B, no changes, including feedstock material, production location, or production processes have been made. In addition, no turnaround events have been executed on any units utilized to produce the synthetic paraffinic materials since the last COA, including table A-II or B-II, properties were tested. Please supply the date of the most recent COA and an identifying number for that report in the space provided below.

DATE OF COA: _____

LAB REPORT ID NUMBER _____

Signature:	
Printed Name:	
Title:	
Company Name:	
Date:	