



**DEFENSE LOGISTICS AGENCY  
ENERGY  
8725 JOHN J. KINGMAN ROAD  
FORT BELVOIR, VIRGINIA 22060-6222**

**10 U.S.C. 2922e(d) Non-Contract Customer Fuel Purchase Authorization (FPA)**

This Authorization is between the Defense Logistics Agency Energy (DLAE) (“Seller” or “Government”), and Maine Forest Service , its successors and assigns (“Purchaser”), under the provisions of 10 U.S.C. 2922e(d).

DLA Energy Office Use Only:  
This authorization is effective

From: 1 JAN 2026

To: 31 DEC 2029

Pricing Term: Cost Plus Rate

Assigned DODAAC:  
2AS00D

Initial: ELB

**Section One – General Information**

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This Fuel Purchase Authorization is an (a):

Initial Requirement

Please enter Commercial and Government Entity (CAGE) Code [if applicable]:

OR

Renewal

Please enter DLA Energy assigned DoD Activity Address Code (DoDAAC): 2AS00D

Please enter Commercial and Government Entity (CAGE) Code [if applicable]: 3K8CO

**Section Two – Purchaser’s Information and Terms and Conditions**

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**Purchaser’s Contact Information**

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Renewal Point of Contact for this FPA:

Name: Joel Tourtelotte

Phone Number(s): 207-274-0565

Email Address: joel.tourtelotte@maine.gov

Mailing/Operational Address [Type Address Code (TAC) – 1]:

Company Name: Maine Forest Service

Address Line 1: 28 State House STA

Address Line 2:

City: Augusta

State: ME

Zip Code: 04333

Country: USA

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Ship to Address [TAC 2 – P.O. Box and APO address NOT accepted, must be a physical location]:

Company Name: Maine Forest Service  
Address Line 1: 87 Airport Road  
Address Line 2:  
City: Old Town                      State: ME Zip  
Code: 04468                      Country: USA

Billing Address [TAC 3]:

Company Name: Maine Forest Service  
Address Line 1: 87 Airport Road  
Address Line 2:  
City: Old Town                      State: ME Zip  
Code: 04468                      Country: USA

Billing Point of Contact for this FPA:

Name: Jenny Stevens  
Phone Number(s): 207-827-1800  
Email Address: [jenny.stevens@maine.gov](mailto:jenny.stevens@maine.gov)

Purchaser Billing Email Address (group email address is preferred to receive invoices).

Example: [invoices@company.com](mailto:invoices@company.com)

[jenny.stevens@maine.gov](mailto:jenny.stevens@maine.gov)

### Purchaser's Fuel Requirements

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The Purchaser desires to purchase the following fuel (please check all that apply):

Aviation Fuel       Ground Fuel       Marine Fuel

For Aviation Fuel: Do you require DoD Fuel Identaplate (DD Form 1896)?

Yes     Initial Identaplates are requested  
          Replacement Identaplates are requested (for damaged cards only)  
          Additional Identaplates are requested (for new aircraft only)  
No     Identaplates are not required  
       Identaplates previously issued

(If yes, the Purchaser should request a Fuel Identaplate Request Form from DLA Energy at [dlaenergyfpa@dla.mil](mailto:dlaenergyfpa@dla.mil).) DLA Energy issues DoD Form 1896 Fuel Identaplates to identify the billable account for specific aircraft using military facilities. We use this form to confirm the aircraft model/series and tail numbers authorized fuel under the contract. The Contracting Officer must validate and sign the completed Fuel Identaplate Request Form.

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*Once the contract expires or the FPA is no longer valid, The Purchaser is required to provide proof of destruction or mail Identaplates back to DLA Energy. For return instructions contact DLA Energy.*

The Purchaser must purchase fuel at the following Department of Defense or US Government location(s), which coincide with their respective public interest determination. Deviations from this, must be approved by DLA Energy in writing, prior to each deviated refueling attempt.

### Terms and Conditions Applicable to the Purchaser

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**Purpose:** This Authorization does not obligate the Government or otherwise guarantee the Purchaser right to land at or enter any particular Department of Defense (DoD) installation, even if identified above. The right to land at or enter a DoD installation is within the control and authority of the individual installation commander, not DLA Energy. This Authorization merely establishes that Purchaser has permission to purchase Defense-Wide Working Capital Fund (DWWCF) fuel at DoD locations where the DoD installation commander approves entry on the installation.

**Authority:** Purchaser represents that it has the full authority to enter into this agreement and to consummate the transactions intended by this authorization, and no other consent to do so is required.

**Fuel Use:** Purchaser warrants that use of fuel purchased from Seller is to support only the approved use as detailed within the reference documents. Purchaser shall not resell fuel purchased under this Authorization without prior written authorization from the Seller. Failure to abide by this requirement may result in cancellation of this Authorization, as well as other civil, administrative, or criminal penalties.

**Purchase Price:** Product sales are in United States Gallons (USG). The purchase price shall be billed at the Moving Average Price of DLA Energy inventory plus the Cost Plus Rate (CPR) of the fiscal year. The purchase price shall be:

- 1) Any Fuel delivered by a DLA Energy contractor to the Purchaser's location will be billed at DLA Energy's contracted delivery price plus the Cost Plus Rate (CPR) of the fiscal year. Unique requirements may require additional reimbursement and surcharges to recover our costs.
- 2) Current DOD Standard price and Moving Average Price & fiscal year Cost Plus Rate (CPR) information is available at <https://www.dla.mil/Energy/Business/StandardPrices/>.

**Payment Terms:** Purchaser shall remit all payments using U.S. Treasury website Pay.Gov (www.pay.gov - see enclosure) within 30 days from the date of invoice (SF-1080) issue ("invoice date") from Defense Finance and Accounting Service (DFAS). Prices generally include Federal taxes and fees that Purchaser is required to pay with respect to the purchase of fuel covered by this Authorization, unless the Purchaser provides appropriate tax exemption documentation to DLA Energy when this authorization is established.

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*Prices do not include any state/local taxes or fees and Purchaser is solely responsible for remitting such taxes/fees directly to the appropriate authority.*

*To make an electronic payment in Pay.Gov, type [www.pay.gov](http://www.pay.gov) in your browser. Scroll down to “Pay a Debt” and click “See All Options”. Under “Filter by Agency,” scroll down then check “Defense (DoD) Defense Finance and Accounting Service (DFAS)”. Next click on “DFAS Form 6355,” the second step of the form will give you the option to pay from your bank account (ACH), PayPal account or a debit/credit card. For assistance with Pay.Gov, contact the Customer Care Center at 1-800-756-4571 Option 3.*

- *Ensure to enter 2Axxxx DoDAAC and Bill Number in “Payment Information” block.*

*Invoices will not include mission specific annotations on bills. It is the Purchaser’s responsibility to manage payments.*

*Purchaser must include DoDAAC and Bill Number in “Payment Information” block to ensure proper posting to account(s).*

*For PAY.gov questions, contact DLA Energy at [dlaenergyfpa@dla.mil](mailto:dlaenergyfpa@dla.mil) or U.S. Treasury directly for assistance with PAY.gov instructions, contact the Customer Care Center at 1-800-756-4571.*

*If Purchaser does not remit payment to Seller within 30 days from the invoice date, the account becomes delinquent and Seller may revoke Purchaser credit and/or fuel purchase privileges immediately and without prior notice to Purchaser.*

*Incorrect Billing Address/Email Point of Contact provided by the Purchaser will not constitute a valid exemption from Interest Penalties & Administrative fees. The Purchaser is responsible for notifying DLA Energy via an FPA update form a minimum of 60 days in advance of any Billing Point of Contact changes.*

*Delinquent Invoices not paid within 90 days will be transferred to the Debt Management Office, which will result in additional administrative fees.*

*Outstanding delinquent Invoices (inclusive of Interest Penalties and Administrative fees) greater than 90 days will result in the re-assessment of the existing FPA and will result in the denial of a renewal FPA until the Purchaser has submitted payment for all delinquent invoices.*

*If Purchaser has not received a delinquent invoice(s), Purchaser shall contact Defense Finance and Accounting Service, Columbus, Ohio (DFAS-CO) to request invoices: [dfas.dscc.jaa.mbx.dla-o2c@mail.mil](mailto:dfas.dscc.jaa.mbx.dla-o2c@mail.mil)*

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Purchaser understands that Seller shall take all available measures to obtain fuel purchase payment in the event Purchaser account becomes delinquent. This includes, but is not limited to, offsetting or recouping delinquent payments against payments due to Purchaser from any U.S. Government entity.

**Taxes:** To qualify for Federal Excise Tax (FET) exemption, purchaser shall provide applicable tax exemption certificate with the authorization in advance of the fuel purchase to ensure tax free fuel purchases. Purchaser may use the tax exemption templates located in the IRS Publication 510, Appendix for models of Tax Exemption Certificates at <https://www.irs.gov/pub/irs-pdf/p510.pdf>.

If Purchaser fails to provide tax exemption certificates in advance of the purchase, DLA Energy shall include Federal taxes in the price. **Purchaser is solely responsible for payment of any state/local taxes/fees and any Federal taxes/fees not included in the price.**

**Interest:** Any delinquent Purchaser account shall bear interest on the delinquent amount from the date payment is due until the delinquent amount is paid, offset, recouped or otherwise collected at a rate determined by the U.S. Department of Treasury. Purchaser is also responsible to pay any administrative fees incurred because of the delinquency. The Defense Finance and Accounting Services (DFAS) applies any Purchaser payments received first to interest and administrative fees, then to principle amounts owed.

**Assignment:** Without prior written consent of Seller, Purchaser may not assign all or any part of its duties, rights or obligations under this Authorization, whether by transfer, merger, operation of law or otherwise.

**No Warranties:** Notwithstanding anything to the contrary in this Authorization or representations made at the time of purchase, fuel sales are “AS IS.” “AS-IS” means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any product sold under this Authorization, or its fitness for any use or purpose. In no event shall Seller be liable (a) in warranty, negligence or strict liability regarding any defects, failures or malfunctions in performance, design, manufacture or otherwise, or (b) for any damages (whether direct, consequential, incidental, indirect, special or otherwise) arising from the sale, use or operation of the fuel, regardless of legal theory or negligence. Further, Purchaser hereby releases Seller from all liability, claims (including legal or litigation related expenses), or causes of action arising from this Authorization or the activities contemplated herein.

**Modification:** Except those portions reserved for Seller to fill in and changes made by Seller to comply with any existing or after-imposed U.S. law, this Authorization shall not be amended, supplemented, or modified in any way unless such amendment, supplement, or modification is made in writing and signed by all parties to the original Authorization.

**Governing Law:** This Authorization shall be governed by and construed in accordance with United States Federal law.

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**Term:** The term of this Authorization is shown in the box on page one, subject to any earlier termination as provided herein, or in the case of a Purchaser under United States Government or Foreign Government contract or charter, when the contract or charter expires, whichever is earlier. Notwithstanding the foregoing, the Seller may extend the term of this authorization for additional periods by giving Purchaser written notice prior to the expiration of the term of the Authorization as originally established or extended.

***Purchaser shall not use nor transfer use of assigned account number (assigned DoDAAC) to receive fuel after Authorization term has expired, suspended, or has been terminated.***

**Suspension or Termination:** Notwithstanding anything to the contrary in this Authorization, Seller may suspend this Authorization at any time, with or without cause, by providing the Purchaser no less than fifteen (15) days prior written notice.

***Further, in the event that the Purchaser fails to pay all or any portion of any invoice within thirty (30) days from the invoice date, Seller may terminate this Authorization at any time without prior notification to the Purchaser.***

Either party may terminate this Authorization by written notice to the other party if the other party breaches any obligations hereunder and fails to remedy the breach within fifteen (15) days after receiving written notice of such from the non-breaching party. Termination by the Purchaser does not relieve the Purchaser of any liability incurred prior to termination.

**Severability:** If any provision of this Authorization is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Authorization, but rather the entire Authorization shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

### **Miscellaneous:**

Purchaser agrees that any ambiguity, contradiction or inconsistency will not be construed against Seller due to the fact that Seller drafted this Authorization.

Caption headings are for convenience of reference only and will not affect the interpretation of this Authorization.

## **Purchaser Acknowledgements**

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I certify that any DWWCF fuel acquired under DLA Energy's authorization and below accompanying

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reference documents will not be obtained or used for purposes other than the criteria outlined within.

Documents required to complete this application have been provided. This includes justification for why commercial fuel sources are not reasonably available to the purchaser and why fuel from DLA Energy fuel is essential to the purchaser's mission related to the public interest determination.

**Accompanying Reference Documents:**

Mutual Aid Agreement (MAA) / Master Agreement (MA),

Dated: 7/21/2025 , Effective to date: 7/21/2025

Memorandum of Understanding (MOU) / Memorandum of Agreement (MOA),

Dated Enter Document Date of Signature. , Effective to date; Enter Date.

Other Document,

Enter Document Name and Date of Signature & Effective to Date.

Authorized Signature for Purchaser: \_\_\_\_\_



Name: Joel Tourtelotte

Title: Chief Pilot

Business Organization: Maine Forest Service

Phone Number: 207-274-0565

Email: joel.tourtelotte@maine.gov

**Signed and Agreed:**

GEORGE E. BRESNIHAN

Rear Admiral, USN

Commander