

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 6	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 18 February 2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL – Marlene Hines, DESC-PH PHONE - (703) 767-8496 FAX 703-767-8506			CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE SP0600		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) BIDDER CODE: CAGE CODE:				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0026	
					9b. DATED (SEE ITEM 11) 01/16/2004	
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
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.</p> <p>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).						
E. IMPORTANT: Contractor [] is not, [] 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.)						
SEE FOLLOWING PAGES						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER		
				MI SUK COX		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

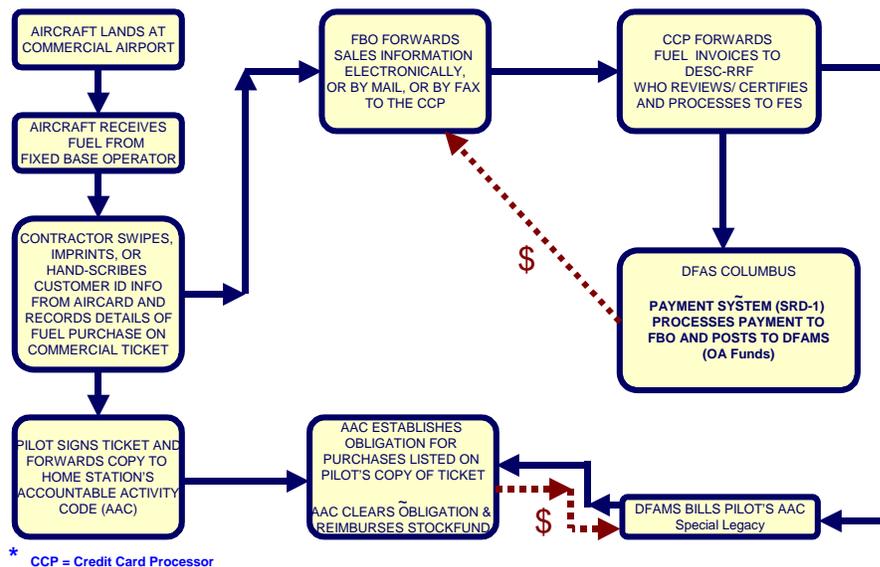
A. Section J, List of Attachments are hereby revised to read as follows:

i. Section J, Attachment 4, Definitions is hereby revised to include:

Pre-payment: An occasion in which the CCP fronts required funds to a foreign government or other entity on behalf of DESC in contingency situations. The prepayment will normally include fuel and ancillary services and constitutes a separate agreement between the CCP and the foreign government or other entity. The purpose of the pre-payment is to facilitate payment of vendors in situations where the local economy does not support nor accept credit card payments. The CCP then invoices DESC for payment of actual fuel lifts and ancillary services are billed to the home station.

ii. Section J, Attachment 3, Page 3 of 4, bottom chart identified as: Aviation Into Plane Reimbursement Card Non-DESC Contract Fuel Process (No AVCARD Direct Agreement) is hereby amended to correct the verbiage in the box identified as DFAS COLUMBUS to read: DFAS COLUMBUS PAYMENT SYSTEM (SRD-1) PROCESSES PAYMENT TO FBO AND POSTS TO DFAMS (OA Funds) Replace the bottom chart as provided herein.

AVIATION INTOPLANE REIMBURSEMENT CARD
Non-DESC Contract Fuel Process (No AVCARD Direct Agreement)



iii Section J, Attachment 2, Statement of Objectives no. 15 is hereby revised as follows:

15. On a weekly basis, mail all received ticket receipts to: DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BVDFI/CC PO BOX 182317 COLUMBUS OH 43218-6251.

The full text of revised Statement of Objectives is hereby listed below:

Statement of Objectives

Vision

The purpose of this acquisition is to move to a totally commercial solution that will significantly improve service to our customers. This effort shall provide DESC with a state of the art, commercial, affordable, high performance, flexible, responsive system for processing fuel and ancillary service transactions at commercial airports and seaports. This service shall be implemented and sustained across all Defense Energy Support Center customers. The goal is for the DESC customer to use one card at both commercial and military installations.

Statement of Objectives

Scope

The purpose of this acquisition is to provide the full range of credit card support to the customer for aviation and bunker fuel worldwide. This Statement of Objectives reflects current DoD/DESC policies and practices, allowing offerors to propose a price and a solution to known requirements. It is anticipated that information systems and formats will change over the life of this acquisition. That requires the contractor to be prepared to change with DESC.

Statement of Objectives

Statement of Objectives (SOO) for Card Services

1. Commercial electronic solution using commercially available infrastructure. Provision and Distribution of Credit Cards for use in electronic point of sale (e-POS) devices at the refueling point.
2. Worldwide card acceptance at commercial airports and seaports with ability to sort DESC contracted purchases from commercial non-contract purchases.
3. Split billing functionality, fuel card processor(s) must send fuel transactions and card file and billing table information to include at a minimum, DoDAAC, Fund Code, Signal Code, ORG Code/JONO/APC, and Supplemental DoDAAC (if applicable) to DESC; non-fuel transactions routed to the Accountable Official responsible for the charges.
4. Consolidated tax reporting requirements:
 - a. Domestic – Separate invoicing for federal and state taxes. Maintain records of Government exempt taxes, advise merchants of tax exemptions, and return invoices upon receipt of exempt tax transactions.
 - b. Overseas – For locations where no DESC contract is in place preference is for up front exemptions versus seeking refunds.
5. No cost card acceptance at Military Installations.
6. Electronic Transactional Data Capture mechanism for the procurement of aviation and or bunker fuel (AIR and SEA card) transactions. Transmit files in a secure environment as outlined in the DoD Orange Book, individually reported to DESC. Not rolled up. File format must be included. Must use ANSI - X12 format with file migration to XML as the Government converts.
7. Interface electronically with DESC Fuels Automated System (FAS). Maintain pace and compatibility with Government software modifications or updates.
8. Capability to provide electronic invoices in various formats; i.e., ANSI-X12; flat files; xml; etc., for fuel and non-fuel purchases as requested.
9. DELETED IN ITS ENTIRETY.
10. DELETED IN ITS ENTIRETY.
11. Provide and transmit Level III data for each transaction. Data requirements to be provided by DESC.
12. Payment of local purchases. CCP shall pay the vendor directly and electronically forward transaction data to DESC. Subsequently, the CCP shall electronically bill DESC. Transactions should be listed individually with Level III tax data identified separately.
13. Payment of contract purchases. DESC is responsible for paying contractor. The CCP shall electronically forward all contract purchase transaction data to DESC on a daily basis.
14. Provide 24/7 Help Desk staffed to adequately handle customer volume with little or no waiting, assist customers with pre-arrangements, card refusal situations, location information, etc.
15. On a weekly basis, mail all received ticket receipts to: DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BVDFI/CC PO BOX 182317 COLUMBUS OH 43218-6251.
16. Maintain ability to conduct occasional pre-payments.
17. Maintain electronic and offline process to include an uninterrupted backup system.
18. Provide update, add, change, and deletion functionality, and approval process, automatic card renewal and activation process. Include continual updates for identification of the accountable official.
19. Ability to process for payment Foreign Government Fuel Invoices, State Department – Embassies Fuel Invoices.
20. Enroll and maintain the customer database, 1122 Program Fuel Invoices accommodation, Federal Civilians Fuel Invoices, and track purchases through reports.
21. Meet all DoD security requirements for personnel and data.
22. Record all transactions by actual lift date of transactions.
23. Ability to record transactions for Tanker Transports, into-truck, into-bladder, and other temporary fuel operations.
24. Ability to accept any rejected transactions and reprocess the following day.
25. Aggressively pursue acceptance agreements for maximum coverage, both routine and on a contingency basis.
26. Obtain and pass on any negotiated fuel discounts or savings obtained below airfield/port suppliers offered price. Provide report of savings each quarter.
27. Capability to provide multiple date values, including posting date and transaction date.
28. Provide Quality Assurance plan to monitor performance and accuracy of system.

29. Provide a reward, penalty, and method of measure for each listed objective.
30. Provide a combined proposal for a single fuel card solution or separately address the SEA Card or AIR Card. Offerors may propose on one or the other or both programs.
31. Include detailed Statement of Work (SOW) in proposal satisfying all Objectives, as well as a level 3 Work Breakdown Schedule (WBS).

B. SP600-04-R-0026 Amendment 0001/Enclosure A Questions and Answers for Pre-Proposal Conference. The following questions are revised and/or incorporated:

	Question	Answer
85	SOO #15 The document references that the vendor must maintain historical data for 6 years.	Consistent with the Comptroller General Examination of Records clause in the solicitation, the Contractor is required to maintain transactional records for three years after final payment under the contract. SOO 15 has been revised.
	85a What kind of turn around time needs to be provided to be acceptable service levels?	The Contractor is required to mail all received ticket receipts on a weekly basis to DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-BVDFI/CC PO BOX 182317 COLUMBUS OH 43218-6251. SOO 15 has been revised accordingly.
	85b. Is 24 or 36-hour turnaround acceptable?	See 85a.
	85c. Is there any difference between 1 st year, 3 rd year or 6 th year old data?	See 85.
101	Section I (d)(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 the final payment under this contract or for any shorter period specified in FAR....." conflicts with Objective #15 "Maintain historical transactional data for 6 years, 3 months after final payments." Please reconcile.	Consistent with the Comptroller General Examination of Records clause in the solicitation, the Contractor is required to maintain transactional records for three years after final payment under the contract. SOO 15 has been revised.
112	Explain "Pre-Payment"	Pre-Payment – An occasion in which the CCP fronts required funds to a foreign government or other entity on behalf of DESC in contingency situations. The prepayment will normally include fuel and ancillary services and constitutes a separate agreement between the CCP and the foreign government or other entity. The purpose of the pre-payment is to facilitate payment of vendors in situations where the local economy does not support nor accept credit card payments. The CCP then invoices DESC for payment of actual fuel lifts and ancillary services are billed to the home station. In the past, the requirement has been as much as \$2M. The definition has been included under Section J, Attachment 4, Definitions.

C. Solicitation Clause M28.100 is revised as provided herein in full text.

M28.100 EVALUATION OF OFFERS (DESC DEC 2003)

(a) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- Factor 1- Price;
- Factor 2 - Technical Proposal;
- Factor 3 - Past Performance; and
- Factor 4 - Socioeconomic Subcontracting.

(1) The relative influence of price, technical proposal, past performance, and socioeconomic subcontracting will depend on the differences among the competing offerors, and not on any predetermined, fixed, weighted arrangements or trade-off formula. Price (Factor 1) is approximately equal to the combined non-price factors (Factors 2, 3, and 4). Factor 2 is substantially more important than Factor 3 and Factor 4 combined. Factor 3 and Factor 4 are equal in importance. Subfactors A and B under Factor 2 are equal in importance. As proposals become more equal in their non-price evaluation, price becomes more important.

(2) In determining best overall value, the Government will evaluate and rate each offeror's technical proposal, past performance and socioeconomic subcontracting by applying one of the following ratings: Exceptional; Very Good; Satisfactory; Marginal; and Unsatisfactory, based on pre-established standards. Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other. The offer(s) selected as best value will represent the best tradeoff to the Government among price, technical proposal, past performance, and socioeconomic subcontracting. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the benefits associated with the technical proposal, past performance, and socioeconomic subcontracting.

(3) Proposals should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause. A board of one or more Government personnel will evaluate proposals, with final selection made by the Source Selection Authority. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process.

(b) PRICE EVALUATION.

(1) Offer prices will be determined by computing the total cost to the Government for the initial three-year period of performance, plus five (5) one (1) year option periods.

(c) TECHNICAL PROPOSAL EVALUATION.

(1) The Government will evaluate the offeror's approach, techniques, procedures, Performance Work Statement, Work Breakdown Structure, and Performance Requirements Summary. Proposals that contain innovative commercial approaches without Government Furnished Equipment (GFE) satisfying the requirements of the Performance Work Statement may be given higher technical scores. Proposals that provide a single solution for both the SEA and AIR card may be given a higher technical score.

Subfactor A	Detailed Performance Work Statement (PWS), Level 3 Work Breakdown Structure (WBS), and Performance Requirements Summary (PRS).
Subfactor B	Demonstration of the offeror's understanding of the requirements, including the adequacy of the proposed plan to meet the requirements.

(d) PAST PERFORMANCE EVALUATION.

(1) The Government will evaluate the offeror's past performance. The Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance. A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

(e) SOCIOECONOMIC SUBCONTRACTING EVALUATION.

(1) The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged and women-owned small businesses, veteran-owned small, service-disabled veteran-owned small, and HUBZone small businesses, and Historically Black Colleges and Universities and Minority Institutions.

(f) **BEST VALUE DETERMINATION.** After the non-price ratings are determined, a series of paired comparisons will be made between competing offerors. In making these paired comparisons, the Government will determine the difference in price, the technical proposal, past performance, and socioeconomic subcontracting. If, in any

paired comparison, one offeror is superior in its technical proposal, equal in past performance and socioeconomic subcontracting, and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior technical proposal offers a higher price than the competing offeror with an equal past performance and socioeconomic subcontracting, the Government will decide whether the superior technical proposal merits the higher price. If so, then the Government will consider the offeror with superior technical proposal at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price, lower rated technical proposal, and equal performance and socioeconomic subcontracting rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on price, the technical proposal, past performance, and socioeconomic commitment. In the event of a tie among all factors and sub-factors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F95)

D. All other terms and conditions remain in full effect.