

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 27 JULY 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)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0026
BIDDER CODE: CAGE CODE:				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</p> <p>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, Attachment 2, Statement of Objective, The following Background phrase is hereby added as the second sentence:

The SOO is being used as an alternative to the PWS.

The following background phrase is hereby revised to read as follows:

From: The SOO will be replaced at contract award by the successful offeror's WBS, PWS, PRS, and QASP.

To: The SOO and the successful offeror's WBS, PWS, PRS, and QASP will become part of (PWS, PRS, and QASP) or attachments to (WBS) the contract at award.

B. The full text of the revised Statement of Objectives is listed below:

Statement of Objectives

Background

The Defense Energy Support Center (DESC) is using a Statement of Objectives (SOO) for this acquisition in lieu of a DESC-written performance work statement (PWS). The SOO is being used as an alternative to the PWS. The intent in using a SOO is to provide maximum flexibility to each offeror to propose an innovative development approach. Rather than the "how to" instructions normally contained in a Government-written PWS, the SOO instead provides the basic, broad, high-level objectives of the acquisition. By eliminating these "how to" instructions, DESC intends to assess the offeror's understanding of all aspects of the effort to be performed. Offerors are expected to use the solicitation and the SOO as a basis for preparing their proposals, including a Work Breakdown Structure (WBS) to level three,¹ PWS, Performance Requirements Summary (PRS)² and Quality Assurance Surveillance Plan (QASP)³. The SOO and the successful offeror's WBS, PWS, PRS, and QASP will become part of (PWS, PRS, and QASP) or attachments to (WBS) the contract at award.

There is a great deal of information available on the Internet regarding performance-based service acquisitions and contracts, including descriptions of the various documents described above (WBS, PWS, PRS, QASP), development of these documents, and how they will be utilized during contract performance. DESC does not in any endorse any of these sites or the information contained on them, and does not require that offeror's review or use the information available on these sites. The links are provided solely for informational purposes:

- <http://www.knownet.hhs.gov/acquisition/pbc.htm>
- <http://www.arnet.gov/Library/OFPP/BestPractices/pbsc/home.html>
- <http://www.arnet.gov/Library/OFPP/BestPractices/PPBSC/BestPPBSC.html>
- <http://www.whitehouse.gov/omb/procurement/0703pbsat.pdf>
- <http://www.dau.mil/pbsa/>
- <http://ec.msfc.nasa.gov/hq/library/perfba.htm>
- <http://www.acq.osd.mil/dpap/Docs/pbsaguide010201.pdf>

¹ The Work Breakdown Structure is a basic framework, similar to a table of contents, which outlines, divides, and subdivides to successively lower levels, the contractual requirements as set forth in the PWS. Level 1 is the summary level contract effort. Level 2 is the primary tasks, milestones and deliverables. Level 3 is the sub-tasks. The WBS provides the proper foundation for planning, analyzing, costing and managing the project. Simultaneously it provides a convenient checklist to trace all the necessary elements of the project or program.

² The Performance Requirements Summary summarizes the tasks the contractor must perform, provides standards and acceptable quality levels for those tasks, the surveillance method the government will use to monitor those tasks, and the incentives. One of the more common presentation formats, provided for information purposes only, is a matrix as seen below:

Performance Requirements Summary (PRS)						
Task or Deliverable	Performance Indicator	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Positive Incentive	Negative Incentive

³ The Quality Assurance Surveillance Plan is used to make sure that systematic quality assurance methods are used in administration of the contract. It details how and when the Government will survey, observe, test, sample, evaluate, and document contractor performance according to the PWS. The Government's QASP and the contractor's Quality Control Plan work together to ensure project performance standards are met.

Program Objective

The objective of the Aviation Into-plane Reimbursement Card (AIR Card) and Ships' Bunkers Easy Acquisition Card (SEA Card) program is to procure commercial, state of the art, affordable, high performance, flexible, easy to use credit card processing and support for the Defense Energy Support Center (DESC) and its customers of aviation and bunker fuel and ancillary services, with maximum acceptability at commercial airports and seaports and military installations worldwide.

Management Objective

The management objective is to (1) provide the offeror maximum flexibility to innovatively manage the cost, schedule, performance, risks, and data required to provide commercial, state of the art, affordable, high performance, flexible and easy to use credit card processing and support that satisfies DESC's and its customers' requirements; and (2) maintain clear government visibility into cost, schedule, performance, risk, and data.

Contract Objectives

A successful proposal submitted under this SOO will provide, as a minimum:

1. A commercial electronic solution using commercially available infrastructure, including 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 DESC, including, at a minimum, Department of Defense Address Activity Code (DoDAAC), Fund Code, Signal Code, Organization (ORG) Code/Job Order Number (JONO)/Account Processing Code (APC), and Supplemental DoDAAC (if applicable); non-fuel transactions must also be 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. Transmission of files in a secure environment as outlined in the DoD Orange Book, individually reported to DESC. No roll up of transactions. File format must be included. Must use ANSI - X12 format with file migration to XML as the Government converts its format.
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 ENTIRETY FROM ORIGINALLY ISSUED VERSION.
10. DELETED IN ENTIRETY FROM ORIGINALLY ISSUED VERSION.
11. Provide and transmit Level III data for each transaction. DESC will provide data requirements.
12. Payment of local purchases. Credit Card Processor (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 prearrangements, card refusal situations, location information, etc.
15. Maintain historical transactional data for three years after the final payment (applies to all financial transactions). In addition, 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 to fuel suppliers.
17. Maintain electronic and offline process to include an uninterrupted backup system.
18. Maintain card user records to include customer point of contact, accountable official, Military Standard Billing System (MILSBILS) attributes, and physical addresses. Accommodate and track changes or deletions of all data including maintenance of history file.
19. Ability to process for payment Foreign Government Fuel Invoices and 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 the airport/port suppliers' offered price. Provide report of savings each quarter.
27. Capability to provide multiple date values, including posting date and transaction date.
28. DELETED AND MOVED TO L2.34.100 AND M28.100.
29. DELETED AND MOVED TO L2.34.100 AND M28.100.
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 both programs.
31. DELETED AND MOVED TO L2.34.100 AND M28.100.

C. Clause L74 TYPE OF CONTRACT and Clause B34.01 SERVICES TO BE FURNISHED AND PRICES provide for a firm fixed price contract, based on a firm fixed monthly unit price. Prices must be submitted as a firm fixed price per month. This monthly unit price multiplied by the applicable performance period quantity is the extended price. Price proposals submitted on a transactional basis, notwithstanding they are fixed prices per transaction, are not acceptable. Price proposals that are not submitted in accordance with these terms and conditions will be rejected.

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