

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A – COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

| | | |
|---|---|---|
| 1. SOLICITATION NUMBER SP0600-04-R-0137 | 2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ) | 3. DATE/TIME RESPONSE DUE SEPTEMBER 24, 2004 1:00 PM (Virginia time) |
|---|---|---|

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.
 1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
 2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
 3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
 4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."

| | |
|---|--|
| 4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> ATTN: PATRICIA JACOBS/DESC-FPA/ROOM 2945 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 | 5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Management and oversight (M&O) services of fuel distribution to the United States Military in Turkey and Northern Iraq. Contract to be awarded during Fourth Quarter, Calendar Year 2004 for a performance period of one year with six, one month options. Contractor will also be required to perform oversight of the fuel en route, assist fuel contractors in clearing Customs, assist in resolution of quality dispute and monitor the supply chain for delays. |
|---|--|

6. PROCUREMENT INFORMATION *(X and complete as applicable.)*

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. THIS PROCUREMENT IS UNRESTRICTED. |
| <input type="checkbox"/> | b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: |
| <input type="checkbox"/> | c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: |
| <input type="checkbox"/> | d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT. |

7. ADDITIONAL INFORMATION:
 A. Your offer must be received no later than 10 p.m. on September 24, 2004. Facsimile and e-mail proposals are authorized (See Clauses L2.11-2 and L2.11-4.100.) Note: All facsimile proposals must be faxed to 703-767-0766. Offerors are cautioned to allow enough time for the complete proposal to be received keeping in mind that other offerors may be faxing also. If submitting by fax or e-mail, a signed copy of the Offeror Submission Package must be received at DESC within ten (10) days after the solicitation closing page.

8. POINT OF CONTACT FOR INFORMATION

| | |
|--|--|
| a. NAME <i>(Last, First, Middle Initial)</i> JACOBS, PATRICIA | b. ADDRESS <i>(Include ZIP Code)</i> ATTN: PATRICIA JACOBS/DESC-FPA/ROOM 2945 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 |
| c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 703-767-9328 | d. E-MAIL ADDRESS Patricia.Jacobs@dla.mil |

9. REASONS FOR NO RESPONSE *(X all that apply)*

| | |
|---|---|
| <input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED |
| <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEMS(S) | <input type="checkbox"/> e. OTHER |
| <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT | |

10. MAILING LIST INFORMATION *(X one)*
 WE DO DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

| | |
|--------------------------|-------------------|
| 11a. COMPANY NAME | b. ADDRESS |
|--------------------------|-------------------|

c. ACTION OFFICER

| | |
|--|-----------|
| (1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i> | (2) TITLE |
|--|-----------|

| | |
|---------------|----------------------------|
| (3) SIGNATURE | (4) DATE SIGNED (YYYYMMDD) |
|---------------|----------------------------|

If mailing your offer, do not return the entire solicitation package. Simply complete and return the original and one (1) copy of the Price Proposal (which includes the Offeror Submission Package) and the original and three (3) copies of the Technical Proposal (which includes Technical Capability and Experience.)

Your offer should include prices for the transition period, the one year base period and possible six, one month options. Proposed prices that are unrealistically high or low may be considered an indication of a lack of understanding of the solicitation requirements.

B. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may not be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings and expensive visual and other presentations are neither necessary nor wanted.

C. Unless you specifically state otherwise, your offer is assumed to accept all terms and conditions of this solicitation. Any exceptions to any part of this solicitation must be specifically identified in a cover letter to your proposal.

D. The Government intends to evaluate proposals and award a contract based on initial proposals without conducting discussions. However, DESC reserves the right to conduct negotiations, if advantageous to the Government (see Clause L2.05-8). The source selection decision will be based on a combination of technical capability, experience, and price (See Clause M28.07.100).

E. Care should be taken to forward correspondence relating to this solicitation or resulting contract to the appropriate office as indicated in the applicable clauses.

F. **Notice:** Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government agency, may be voided at the option of the Government.

G. All offerors must include the **DUNS number** in the block with its name and address on the cover page of its offer (see Clause K1.06).

H. **There will be no pre proposal conference for this solicitation. Prospective Offerors should submit their questions, request for clarification or additional information to Patricia Jacobs at Patricia.Jacobs@dla.mil not later than close of business on September 1, 2004.** An amendment will be issued to all parties expressing interest.

2. CONTRACT NUMBER
3. SOLICITATION NUMBER: SP0600-04-R-0137
4. TYPE OF SOLICITATION: SEALED BID (IFB) NEGOTIATED (RFP)
5. DATE ISSUED: 25 AUG 2004
6. REQUISITION/PURCHASE NUMBER: SP0600-04-0668

7. ISSUED BY: Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Fort Belvoir, VA 22060-6222
CODE: SCO600
PP: 6.2
8. ADDRESS OFFER TO (If other than Item 7): ATTN: DESC-FP Bid Custodian/Room 2945, Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Fort Belvoir, VA 22060-6222 - Verification: 703-767-9350

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-FPA, Room 2945 until 1:00 local time 24 SEP 2004 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: PATRICIA JACOBS
B. TELEPHONE (NO COLLECT CALLS): AREA CODE (703), NUMBER 767-9328, EXT.
C. E-MAIL ADDRESS: Patricia.Jacobs@dla.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT 10 CALENDAR DAYS % 20 CALENDAR DAYS % 30 CALENDAR DAYS % CALENDAR DAYS %
(See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

| AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---------------|------|---------------|------|
| | | | |

15A. NAME AND ADDRESS OF OFFEROR: CODE _____ FACILIT _____
16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

15B. TELEPHONE NUMBER: AREA CODE _____ NUMBER _____ EXT. _____
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.
17. SIGNATURE _____
18. OFFER DATE _____

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED _____
20. AMOUNT _____
21. ACCOUNTING AND APPROPRIATION _____

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)) 41 U.S.C. 253(c) ()
23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE _____
25. PAYMENT WILL BE MADE BY _____ CODE _____
26. NAME OF CONTRACTING OFFICER (Type or print) _____
27. UNITED STATES OF AMERICA
28. AWARD DATE _____

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B – SUPPLIES/SERVICES AND PRICES/COSTS

B34.01.100 SERVICES TO BE FURNISHED AND PRICES (DESC AUG 2004)

The services to be furnished during the period specified and the prices are as follows:

The following services will be provided for a base period of One Year with six, one-month options. Rates shall also apply for the transition period beginning two weeks prior to contract performance start date.

Line Item 0001. The contractor will provide all necessary labor for accomplishing the required tasks. Cost will be reimbursed based on the rates provided below and actual hours expended. All payroll costs associated with labor expenses (wage rates, payroll taxes and insurance and other labor overhead) shall be included, along with applicable G&A and profit. Any other labor categories determined necessary after contract award may be added with DESC’s approval.

Note: The estimated hours listed below will be used for price evaluation purposes only. Actual hours performed may be adjusted as necessary to accomplish the required tasks.

| <u>Labor Category</u> | <u>Estimated Hours</u> | <u>Rate/Hour</u> |
|---------------------------|------------------------|------------------|
| Turkey | | |
| Project Manager | 3222 | |
| Transportation Specialist | 76563 | |
| Drivers | 12168 | |
| Customs Support | 16110 | |
| Clerical/Data Input | 82728 | |
| Iraq | | |
| Project Manager | 7335 | |
| Project Director | 5067 | |
| Office Supervisor | 16488 | |
| Quality Surveillance | 73818 | |
| Interpreter | 1971 | |
| Security Driver | 11223 | |

Line Item 0002. Other Direct Costs (Estimated \$ 2,000,000 for the base period. All incurred costs not reimbursed under Line Item 0001 will be reimbursed under Line Item 0002. The contractor may add G&A (specify below) to the actual cost, but profit will not be allowed. G&A rate _____%.

Line Item 0003. Award Fee – The base period will have a total of \$450,000 available with \$112,500 allocated and potentially awarded at the end of each three-month period. \$37,500 will be available for each one month extension, if utilized.
(DESC 52.207-9F85)

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(The full text of this clause is included at Attachment 2)

SECTION F – DELIVERIES OR PERFORMANCE

F76.100 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (DESC AUG 2004))

During the contract period, _____ through _____, the Contractor shall provide services as described in Section C of this solicitation. (Exact performance dates to be provided during negotiations).
(DESC 52.242-9FA1)

SECTION G - CONTRACT ADMINISTRATION DATA

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G148.05.100 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC AUG 2004)

Monthly services invoices for the M&O contractor shall be provided to the DESC team lead for certification and the DESC team Contracting Officer for authorization, then mailed to the following address for payment.

DEFENSE FINANCE AND ACCOUNTING SERVICE – COLUMBUS CENTER
STOCK FUND DIRECTORATE
FUELS ACCOUNTING AND PAYMENTS DIVISION
ATTN: DFAS-BVDFB/CC
P.O BOX 182317
COLUMBUS, OH 43218-2317

(DESC 52.232-9FF5)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report--
 - (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(DFARS 252.245-7001)

SECTION I – CONTRACT CLAUSES

II.02 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, PROVIDED there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form Number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form PROVIDED there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different from the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(FAR 52.253-1)

II.02 ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(FAR 52.232-23/Alt I)

II.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

II.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
DLAD: <http://www.dla.mil/i-3/i-336>

(FAR 52.252-2)

**11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract;

or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) **DEFINITIONS.**

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) PROHIBITIONS.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) PROFESSIONAL AND TECHNICAL SERVICES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications

with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using nonappropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(FAR 52.203-12)

I11.03 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the DISPUTES clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.249-8)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

I12.01 DISPUTES (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) **Claim**, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in subsection (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, that is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(FAR 52.233-1)

I12.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(DFARS 252.233-7001)

I12.03 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the DEFAULT, or the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; PROVIDED, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(FAR 52.233-3)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(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 contact or a modification, the effective date of this contact or modification.

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

(d) 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) below.

(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) below.

(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.

(FAR 52.229-6)

128.30.100 AWARD FEE PROCEDURES (DESC AUG 2004))

(a) GENERAL.

(1) This clause establishes procedures for determination of an award fee payable under this contract. The payment of any award fee is contingent upon compliance with the contractual requirements and performance at the level specified in each of the individual criteria set forth in the contract. It is the Government's desire that the Contractor perform services in such a manner as to warrant the highest possible rating and award fee. The Contractor's failure to maintain acceptable levels of performance in all areas of this contract may result in no award fee being issued. The award fee determination is not subject to the DISPUTES clause. The maximum award fee payable in any award fee period is one fourth of the total annual award fee. Any amount not awarded in one quarter will not be available for any subsequent quarter.

(2) The Contracting Officer (CO) may unilaterally make changes to this plan. Any changes will be made by modification (Standard Form 30) to the contract. Modifications will be forwarded to the Contractor prior to the beginning of the evaluation period to which the changes apply. If the Contractor is not provided with a copy of this modification or the modification is not provided on time, the existing plan coverage will continue in effect for the next evaluation period.

(3) If work is added to the contract during its life, there will be no adjustment to the award fee; however, the performance of such additional work will be considered in making the evaluation.

(4) If work is deleted from the contract, the maximum award fee may be reduced in the proportion that the price for the deleted work bears to the original contract price.

(b) **AWARD FEE AMOUNT.** The amount of award that can be earned for each 12 month period is ~~\$450,000.00~~. The amount of award fee that can be earned for each evaluation is \$112,500.00., with \$37,500 available for each one-month extension, if utilized.

(c) PROCEDURES.

(1) **Award Fee Board.** An Award Fee Board (AFB) composed of Government Personnel will evaluate the Contractor's performance as related to the criteria listed herein. Following the end of each 3 month rating period, the AFB will submit a formal evaluation report for each category to the CO.

(2) **Contractor Self-Evaluation.** The Contractor may submit a concise, written self-evaluation of performance limited to 5 pages (face only) with no appended material within 15 days of the end of the evaluation period. This report will be submitted to the Contracting Officer's Representative (COR) for transmittal to the AFB.

(3) The Contracting Officer will review the AFB report and the Contractor's self-evaluation, make a formal award fee determination, and notify the Contractor in writing of the decision. A contract modification will be issued for the amount of the award fee. The Contractor shall request the award fee payment by submitting an invoice in accordance with the CO's instructions. The decision of the CO will be final and shall not be subject to the DISPUTES clause.

(d) **METHOD OF DETERMINING AWARD FEE.** The Contractor shall be rated on overall quality of the management and oversight responsibilities in Turkey and Northern Iraq, Overall Analysis of Contract Management and Customer Satisfaction. The CO shall determine the award fee amount after evaluating all pertinent information, which includes the Contractor's self-evaluation and AFB recommendations. The CO may also take into consideration other factors, such as initiatives to improve performance and innovative techniques that respond to or preclude problems.

(e) **EVALUATION PROCEDURES.** The Contractor's performance shall be evaluated using the criteria presented below. A weight factor for each category has been established. The rating for each category will be multiplied by the weighted factor assigned to that category to compute the evaluation for each category. The evaluation ratings will be added for a total weighted evaluation rating, which will then be multiplied by the available award fee amount to arrive at the earned award fee. A score of 80 will result in no award fee; however, for each point above 80 the fee will increase by 5 percent.

| <u>Category</u> | <u>Criteria</u> | <u>Rating</u> | <u>Weighted Factor</u> | <u>Evaluation Rating</u> |
|-----------------|--|---------------|------------------------|--------------------------|
| (1) | Management and Oversight of Turkey Operations | _____ | x 0.35 | = _____ |
| (2) | Management and Oversight of Northern Iraq Operations | _____ | x 0.45 | = _____ |
| (3) | Overall Analysis of Contract Management | _____ | x 0.10 | = _____ |
| (4) | Customer Satisfaction | _____ | x 0.10 | = _____ |

Total Weighted Evaluation Rating = _____

| | | | |
|--|--|--|--|
| (1) Management and Oversight of Turkey Operations | (2) Management and Oversight of Northern Iraq Operations. | (3) Overall Analysis of Contract Management | (4) Customer Satisfaction |
|--|--|--|--|

| | | | |
|---|---|-------------------|---------------------|
| Customer provides prompt, accurate information to the DESC fuel delivery contractors. Contractor employees are prompt, courteous, flexible and responsive to customer requests. | Contractor performs all tasks promptly, accurately and with a minimum of Government oversight. Contractor adjusts to operational changes quickly and efficiently. Deficiencies are corrected promptly.. | Same as Number 2. | .Same as Number 2.. |
|---|---|-------------------|---------------------|

(DESC 52.216-9F95)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) 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 Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

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

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I36.03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

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

(FAR 52.249-4)

I209.03.100 EXTENSION PROVISION (STORAGE) (DESC AUG 2004)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extensions may be furnished any time prior to the expiration of this contract or any extensions thereof.

(DESC 52.217-9F40)

I225 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(FAR 52.232-1)

I257 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(FAR 52.225-14)

SECTION J – LIST OF ATTACHMENTS

| FORM | TITLE | LOCATION |
|-------------|------------------------------------|-----------------|
| DD1707 | INFORMATION TO OFFERORS OR QUOTERS | COVER SHEET |
| SF33 | SOLICITATION, OFFER AND AWARD | PAGE 1 |
| | OFFEROR SUBMISSION PACKAGE | ATTACHMENT 1 |
| | STATEMENT OF WORK | ATTACHMENT 2 |

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS + 4” followed by the DUNS number or DUNS + 4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS + 4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state, and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) **DEFINITIONS.**

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) [] A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. 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.

(DESC 52.215-9F28)

K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not s/he intends to submit invoices via FAX:

[] YES [] NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

K86 FOREIGN TAXES (DESC JUN 1987)

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

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

| | |
|--------------------|---------------|
| <u>NAME OF TAX</u> | <u>AMOUNT</u> |
|--------------------|---------------|

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
(i) The Offeror and/or any of its Principals--

(A) [] are,
[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) [] 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 public (Federal, State, or local) 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, or receiving stolen property; and

(C) [] are,
[] are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror--

[] has,
[] has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERS OR QUOTERS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of ____ calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALTERNATE I) (JAN 2004/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing, writing, or written** means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

(4) **Proposal revision** is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(5) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 proposal or revision is due.

(ii) (A) Any proposal, modification, or revision 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—

(1) 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 proposals; or

(2) 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
It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, FACSIMILE PROPOSALS. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED – IN WHOLE OR IN PART – FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF – OR IN CONNECTION WITH – THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT’S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) **CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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 52.215-1/Alternate I)

L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is _____.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L2.11-4.100 E-MAIL PROPOSALS (DESC AUG 2004)

(a) Offerors may submit proposals via e-mail. E-mail proposals are subject to the same rules as paper proposals.

(b) E-mail receiving data and compatibility characteristics are as follows:

(1) E-mail address: _____.

(2) The Defense Energy Support Center accepts attachments in—

(i) Adobe Acrobat;

(ii) Microsoft Excel;

(iii) Microsoft Word; and

(iv) Microsoft PowerPoint.

(c) Proposals submitted via e-mail must include all required signatures in .pdf file format.

(d) Attachments that are not in .pdf file format must be sent password protected for “read only” to ensure the integrity of the data submitted.

(e) Proposals submitted electronically through a single e-mail must be no more than 15 MB. DESC’s mail server will reject messages larger than 15 MB.

(f) The DESC e-mail filter will scan the incoming e-mail and attachments for viruses and key words. Abbreviations for terms such as “Analysts” or using “3Xs” as placeholders in a document are found in the filter’s adult content library and may result in the e-mail delivery being delayed. Offerors are encouraged to verify receipt of e-mail offers by contacting the Contracting Officer prior to the solicitation closing time.

(g) If any portion of an e-mail proposal received by the Contracting Officer is unreadable, the Contracting Officer will immediately notify the offeror and permit the offeror to resubmit the proposal. The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror and the resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complied with the e-mail submissions instructions provided in this paragraph and with the time and format requirements for resubmission prescribed by the Contracting Officer.

(h) The Government reserves the right to make award solely on the e-mail proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete signed original proposal.

(DESC 52.215-9FA8)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www.arnet.gov/>
DLAD: <http://www.dla.mil/j-3/j-336/>

(FAR 52.252-1)

L2.34.100 PROPOSAL FORMAT AND CONTENT (DESC AUG 2004)

Proposals will be submitted in two sections and clearly labeled Price Proposal and Technical Proposal (factors 2 and 3). Offers for less than the entire contract period will not be considered. The offeror will submit the original and three copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. The technical proposal should be specific and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. The offeror should also describe why the proposal will meet the requirements of the Performance Work Statement. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The technical proposal for factor 2 will not exceed 25 pages, and factor 3 will not exceed 10 pages, excluding résumés.

(a) **FACTOR 1: PRICE PROPOSAL.**

(1) The SERVICES TO BE FURNISHED clause must be completed. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) **FACTOR 2: TECHNICAL CAPABILITY.**

The offeror will provide a management plan for completing the tasks described in the PWS. This should include a manning plan, along with a narrative describing how the management plan will satisfy the requirements of the PWS. The management plan should include a description of the offeror's start-up and transition plans, spot-check program customs processing and monitoring/reporting program and Northern Iraq processes and program.

(c) **FACTOR 3: EXPERIENCE.**

The offeror should describe his experience in performing similar work. Resumes of key personnel (managers and supervisors) must be submitted.

L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bid (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made; the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and --

(i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or.

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

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

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

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the FACSIMILE BIDS provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(FAR 52.214-7)

L5 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

(FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a _____
contract resulting from this solicitation.

(FAR 52.216-1)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M – EVALUATION FACTORS FOR AWARD

M28.07.100 EVALUATION OF OFFERS (DESC AUG 2004)

(a) Award of this contract shall be made by using formal source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of

one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, all factors are equal in importance, which means price is significantly less important than the combined non-price factors. However, as proposals become more equal in their non-price evaluations, the price becomes more important.

(i) **PRICE EVALUATION (FACTOR 1).** The Government reserves the right to award to other than the lowest evaluated offer. The offered prices will be determined by computing the total estimated cost to the Government for the base period. The evaluated cost for L/I 0001 will be the offered rates for each labor category multiplied by the estimated hours for that category. The evaluated cost for L/I 0002 will be the offeror's G&A rate multiplied by the estimated \$1,000,000 for other direct costs. The total estimated cost will be the sum of these two.

(ii) **NON-PRICE EVALUATION.** Proposals will be rated and ranked against the evaluation factors listed below.

FACTOR 2

TECHNICAL CAPABILITY

The Government will evaluate the offeror's ability to accomplish the PWS tasks. This includes the adequacy of the manning plan and the ability of the management plan to satisfy the PWS requirements.

FACTOR 3

EXPERIENCE

The Government will evaluate the offeror's experience in performing similar work. This includes the relevant experience of key personnel.

(DESC 52.209-9FA3)

M72

EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC 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.

(DESC 52.209-9F45)

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-04-R-0137

PROGRAM NUMBER: 6.2

PERFORMANCE PERIOD: To be awarded Fourth Quarter Calendar Year 04
With a performance period of one year with six, one month options

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE
DEFENSE ENERGY SUPPORT CENTER
BY
SEPTEMBER 24, 2004 @ 1300 HOURS LOCAL TIME

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L2.34.100 for additional information to be submitted. ***Clearly mark envelope "OFFER UNDER SOLICITATION SP0600-04-R-0137."***
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. **Sign and date the Standard Form 33 (SF 33) in ink.**
3. **Please see Clause L2.11-2, FACSIMILE PROPOSALS for instructions on sending your offer by facsimile. Be advised that you must allow time for the entire offer to be received prior to closing.**
4. **Please see Clause L2.11-4.100, E-MAIL PROPOSALS for instructions on sending your offer via e-mail.**
5. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

SECTION B – SUPPLIES/SERVICES AND PRICES/COST

| | | |
|------------|---|----|
| B34.01.100 | SERVICES TO BE FURNISHED AND PRICES (DESC AUG 2004) | ii |
|------------|---|----|

SECTION F - DELIVERIES OR PERFORMANCE

| | | |
|---------|--|----|
| F76.100 | CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991) | ii |
|---------|--|----|

SECTION G - CONTRACT ADMINISTRATION

| | | |
|-------|--|----|
| G9.06 | ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC DEC 1999) | ii |
|-------|--|----|

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

| | | |
|--------|--|-----|
| K1.06 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999) | iii |
| K5 | USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994) | iii |
| K15.03 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) | iv |
| K33.01 | AUTHORIZED NEGOTIATORS (DESC JAN 1998) | v |
| K45 | FACSIMILE INVOICING (DESC SEP 1988) | v |
| K86 | FOREIGN TAXES (DESC JUN 1987) | v |
| K94 | CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001) | vi |
| K96 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) | vii |

SECTION B – SUPPLIES/SERVICES AND PRICES/COSTS

B34.01.100 SERVICES TO BE FURNISHED AND PRICES (DESC AUG 2004)

The services to be furnished during the period specified and the prices are as follows:

The following services will be provided for a base period of One Year with six, one-month options. Rates shall also apply for the transition period beginning two weeks prior to contract performance start date.

Line Item 0001. The contractor will provide all necessary labor for accomplishing the required tasks. Cost will be reimbursed based on the rates provided below and actual hours expended. All payroll costs associated with labor expenses (wage rates, payroll taxes and insurance and other labor overhead) shall be included, along with applicable G&A and profit. Any other labor categories determined necessary after contract award may be added with DESC's approval.

Note: The estimated hours listed below will be used for price evaluation purposes only. Actual hours performed may be adjusted as necessary to accomplish the required tasks.

| <u>Labor Category</u> | <u>Estimated Hours</u> | <u>Rate/Hour</u> |
|---------------------------|------------------------|------------------|
| Turkey | | |
| Project Manager | 3222 | |
| Transportation Specialist | 76563 | |
| Drivers | 12168 | |
| Customs Support | 16110 | |
| Clerical/Data Input | 82728 | |
| Iraq | | |
| Project Manager | 7335 | |
| Project Director | 5067 | |
| Office Supervisor | 16488 | |
| Quality Surveillance | 73818 | |
| Interpreter | 1971 | |
| Security Driver | 11223 | |

Line Item 0002. Other Direct Costs (Estimated \$ 2,000,000 for the base period. All incurred costs not reimbursed under Line Item 0001 will be reimbursed under Line Item 0002. The contractor may add G&A (specify below) to the actual cost, but profit will not be allowed. G&A rate _____%.

Line Item 0003. Award Fee – The base period will have a total of \$450,000 available with \$112,500 allocated and potentially awarded at the end of each three-month period. \$37,500 will be available for each one month extension, if utilized.

(DESC 52.207-9F85)

SECTION F – DELIVERIES OR PERFORMANCE

F76.100 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (DESC AUG 2004)

During the contract period, _____ through _____, the Contractor shall provide services as described in Section C of this solicitation. (Exact performance dates to be provided during negotiations).

(DESC 52.242-9FA1)

SECTION G - CONTRACT ADMINISTRATION DATA

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS + 4" followed by the DUNS number or DUNS + 4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS + 4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state, and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(FAR 52.204-6)

K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)

(a) DEFINITIONS.

(1) **Electronic Data Interchange (EDI)** means the computer-to-computer exchange of business documents between trading partners using a public standard format.

(2) **American National Standards Institute (ANSI)** means the agency that formulates the guidelines for the standards used in EDI transactions. X12 is the ANSI subcommittee responsible for the development and maintenance of guidelines for use in exchanging standard business transactions electronically.

(3) **Trading partner** means any business customer engaging in an EDI program.

(4) **Trading Partner Agreement (TPA)** means the legal document wherein the trading partners agree to the electronic exchange of documents.

(5) **Value Added Network (VAN)** means the electronic mailbox through which EDI partners exchange business transactions.

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

(c) [] A check in this block indicates that the Contractor has already entered into a TPA with DESC.

(d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: _____

(2) Point of Contact for EDI: _____

(3) POC's Telephone Number: _____

(4) POC's Address: _____

(5) VAN Service Provider(s): _____

(6) Provide information for the following fields:

ISA07 Company Qualifier _____

ISA08 Company Value _____

GS03 Company Value _____

(7) Please identify:

Element Separator: _____

Subelement Separator: _____

Segment Terminator: _____

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

K86 FOREIGN TAXES (DESC JUN 1987)

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

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

| <u>NAME OF TAX</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

(b) Foreign taxes invoiced separately are as follows:

| <u>NAME OF TAX</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--

- (A) are,
- are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) 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 public (Federal, State, or local)

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, or receiving stolen property; and

(C) are,
 are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror--

has,
 has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

CERTIFICATION PACKAGE FOR SOLICITATION SP0600-04-R-0137

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

**PERFORMANCE WORK STATEMENT
FOR MANAGEMENT AND OVERSIGHT OF
FUEL DISTRIBUTION SUPPORT FOR OPERATION IRAQI FREEDOM**

PURPOSE AND SCOPE

Establish contract services support for management and oversight (M&O) of fuel distribution to the U.S. military in Iraq. The applicable fuels include unleaded gasoline (MTP), diesel (T54), and jet fuel (“JP-8”). Contractor will accept validated requirements from Defense Energy Support Center-Europe, coordinate fulfillment of requirements with DESC fuel, transportation, and Turkish officials, monitor shipments throughout the entire supply chain from tank truck loading point to product’s final destination and vehicle return, expedite convoys, solve logistical problems and collect fuel samples as need to resolve quality issue en-route to destination as needed, and report daily activity and convoy status.

BACKGROUND

DESC has been tasked to provide sustainment fuel to U.S. military units operating in Iraq in support of Operation IRAQI FREEDOM. DESC responsibilities include procuring the required fuels, conducting quality oversight of fuel en route to destination, and transporting the fuels to designated distribution points. The DESC-Europe office is responsible for overseeing these tasks within Turkey. The DESC-Europe office is responsible for providing fuel to destinations within the Northern Iraq Zone (NIZ), to include discharge locations at Mosul, Tikrit, Kirkuk, and Balad. The M&O contractor would assume responsibility for conducting oversight of the entire DESC-Europe Operation Iraqi Freedom in Turkey and Northern Iraq, with the exception of procurement tasks and tasks contracted out to others. The M&O contractor’s duties would also include duties that are not currently being performed by DESC, such as oversight of the fuel en route, assisting the fuel and transportation contractors in clearing Customs, assisting in resolution of product quality dispute’s inside Iraq as directed by DESC Europe and monitoring the supply chain for delays.

GENERAL REQUIREMENTS

Travel Requirements – Travel necessary for the performance of this contract will be reimbursed in accordance with FAR 31.205-46 and Joint Travel Regulations (JTR).

Allowable Costs Travel costs include per diem, car rental, local ground transportation and airfares. Per Diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.

Prior Approval – The contractor shall furnish the following information to DESC-Europe for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling, and e) estimated cost of travel.

Unscheduled Travel – In situations where prior notice is not feasible, Contractor shall notify DESC-Europe within five working days after travel begins, providing the above information, plus a justification statement, which addresses the urgent need for travel and the circumstances that prevented prior notification.

Information Systems/Reporting – Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems. All reports shall be submitted in English and at least one employee on each shift shall be proficient in the English language.

Standards of Conduct – The contractor shall comply with and ensure that its employees are familiar with and comply with all U.S., host country, and local laws; all treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements); and all U.S. regulations, directives, instructions, policies, and procedures which are applicable to contractors in the area of operations. The contractor shall ensure that contractor employees are aware of and comply with all orders, directives, and instructions issued by the Combatant Commander or Subordinate Commanders relating to force protection, health, safety, security or relations and interaction with local nations. See CENTCOM General Order Number 1A attached to this PWS. Any exceptions to CENTCOM General Order Number 1A shall be requested through DESC-Europe. DESC-Europe reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the interests of military security; whose presence deters the accomplishment of work; or whose conduct or appearance reflects negatively on contractor. Furthermore, the US Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (e.g., employees found to be lacking required qualifications). In such cases, DESC-Europe will advise the Contractor of the reason for requesting an employee’s removal or withdrawing his authorization. The removal of a contractor employee from the job site shall not relieve

the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlines herein.

Access to Procedures, Records, Data, and Facilities – The Contractor shall allow DESC-Europe access at any reasonable time and the right to examine facilities, records and data to include any of the Contractor's books, documents, papers, or other records related to this contract. Contractor shall maintain a file of all Quality Control inspections or tests conducted by the Contractor at the direction of DESC Europe Quality Manager, to include a record of any corrective actions taken. This file shall be subject to Government review at DESC-Europe's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract. Provisions will be made to accommodate DESC representatives in the contractor M&O facility, to include a private office workspace, computer, FAX, and telephone.

SPECIFIC REQUIREMENTS.

The current scope of this mission involves M&O of the loading and transportation of up to 1 million gallons of JP-8 per day, 500,000 gallons of diesel T54 per week, and 200,000 gallons of unleaded gasoline MTP per week, although these requirements are subject to weekly fluctuations with little or no advance warning. This effort requires managing the movement of these fuels along a delivery route nearly 1,400 kilometers in length and utilizing up to 1,000 tank trucks at any one given time while simultaneously ensuring product quality and security.

Fuel shipped from Turkey to Iraq moves through the following sequence of locations:

Loading Point(s)
Habur Gate / Turkish customs
Zaho-Ibrahim Halil Gate / Iraqi Customs
Marshalling area (Vicinity of Zaho-Ibrahim Halil Gate / Iraqi customs)
Ferfil (Marshalling area northwest of Mosul)
Tikrit (Army Convoy Support Center)
Destination

The contractor is responsible for the following tasks at each location.

Loading Points. Current loading points are "Adana COCO" depot near Incirlik Air Base for JP-8, Kirikkale for diesel T54, and Iskenderun for unleaded gasoline MTP. The Adana COCO is operated by the Turkish Ministry of Defense POL Division ("MOD-ANT") under the terms of an international letter of agreement. These locations are subject to change depending on DESC procurement contracts and international agreements. The M&O contractor will be responsible for the following functions:

M&O contractor will provide a daily "Situation Report" to DESC-Europe, to include number of trucks and quantity of fuel loaded and significant daily events. Format and content of report subject to change based on DESC requirements.

M&O contractor will oversee DESC transportation and MOD-ANT to ensure they are performing their duties without difficulty or discrepancies. (DESC-Europe will provide M&O contractor with applicable contracts, agreements, and standards.) Contractor will submit separate discrepancy reports as required, annotating observations, suspected causes of problems, and recommended solution.

Oversee unleaded gasoline MTP and diesel T54 loading on a spot-check basis. M&O contractor will include the number of trucks and quantity of fuel loaded and significant daily events in the daily Situation Report, but may compile the information from reports provided to the M&O contractor by the DESC fuel contractors.

Receive JP-8 requirements from DESC-Europe and coordinate with MOD-ANT and transportation contractors to establish an effective load plan. Submit load plan to DESC-Europe. DESC-Europe may modify load plan based on operational considerations.

Assist the DESC JP-8 transportation contractors with Customs issues as required.

Suggest and implement improvements to the JP-8 loading operation.

Monitor Government-owned filter-separator units at JP-8 loading facility and coordinate maintenance as required. Maintenance will be performed by Government employees, though M&O contractor will assist as needed.

Coordinate with DESC JP-8 transportation contractors for the provision of escorts from loading point to Turkish / Iraqi border to assist with truck breakdown repair/recovery and accidents. Ensure an effective program is in place to assist drivers en route. Report accidents and action taken in daily Situation Report.

Ensure integrity and security of product en route. Conduct spot checks of trucks en route as required.

Habur Gate / Turkish customs:

Develop program to assist with customs processing (exportation) and develop monitoring/reporting program from loading points to Habur Gate, from Habur Gate to delivery destinations and from delivery destinations back to Habur Gate. Submit customs processing and monitoring/reporting program to DESC-Europe for review and approval 30 days prior to contract performance start date.

Ensure integrity and security of product after customs processing. Re-seal truck compartments/manifolds as required and record new seal numbers on appropriate manifests. M&O contractor will purchase visually unique, one-time use, embossed, serially numbered seals and provide DESC-Europe and Government representatives at discharge locations a comprehensive list of purchased seal numbers.

M&O will make provisions, e.g. private office workspace, for DESC oversight personnel at Habur Gate.

M&O contractor will include status of Habur Gate in daily Situation Report, to include detailed information on delays or difficulties for trucks entering and exiting Turkey, suspected causes, and recommended solutions.

Zaho-Ibrahim Halil Gate / Iraqi customs and marshalling area.

Assist DESC transportation and fuel contractors with Customs processing (importation). Coordinate closely with Customs officials and Government representatives to ensure equitable treatment of drivers. Report significant incidents or systemic problems, to include suspected causes and recommended solutions, to DESC-Europe in the daily Situation Report.

Ensure integrity and security of product after customs processing. Re-seal truck compartments / manifolds as required and record new seal numbers on appropriate manifests. M&O contractor will purchase visually unique, one-time use, embossed, serially numbered seals and provide DESC-Europe and Government representatives at discharge locations a comprehensive list of purchased seal numbers.

M&O will make provisions, e.g. private office workspace, for DESC oversight personnel at Zaho-Ibrahim Halil Gate.

M&O contractor will report status of Zaho-Ibrahim Halil Gate in daily Situation Report, to include detailed information on delays or difficulties for trucks entering and exiting Iraq, suspected causes, and recommended solutions.

Track trucks by load date and license plate number inside Iraq (including delivery destinations) and provide, at a minimum, daily status reports to DESC-Europe, to include number of trucks at border, at customs, at border staging area, en route, waiting to discharge, and overdue.

Facilitate organization of convoys. Coordinate with US Army escorts to facilitate convoy transfer from contractor to Army control; coordinate with US Army and/or designated convoy escort authority on organization and operation of convoys.

Ensure an effective program is in place to assist drivers en route. Assist DESC transportation and fuel contractors with breakdowns, repair/recovery, accidents, and Force Protection issues. M&O contractor will not provide convoy security.

Report and document incidents, accidents and/or events affecting DESC transportation and fuel contractor mission performance to DESC-Europe in daily Situation Report. Suggest and implement improvements to the inland distribution mission.

Satellite phones may be a communication requirement inside the environs of Northern Iraq.

(10) Submit Northern Iraq processes and program to DESC-Europe for review and approval 30 days prior to contract performance start date.

Ferfil (Mosul), Tikrit (Army Convoy Support Center) and delivery destinations:

Develop and implement a program to assist DESC transportation and fuel contractors in the performance of their mission in Northern Iraq.

Coordinate with US Army to maintain a list of authorized discharge locations and/or facilities, and implement processes to ensure trucks are not discharged at unauthorized locations. The M&O contractor is not responsible for signing fuel receipt documentations.

Monitor truck staging and discharge activities to ensure drivers' safety, security, and quality of life. The contractor will work with US Army personnel to resolve personnel issues and will provide detailed reports to DESC-Europe.

Spot-check trucks to ensure seals are intact prior to discharge. Contractor will observe discharge operations and submit detailed incident report to DESC-Europe in the event of a fuel quality discrepancy. Report will identify suspected causes and recommended solutions, as well as contact information for Government representatives and contractor personnel involved in the incident. M&O contractor is not responsible for performing lab work but may be required to collect samples as directed by DESC Europe.

Provide translation assistance to the drivers, enabling them to communicate with US Army personnel and Government representatives. At least one translator must be on duty at each major discharge location during all hours in which trucks are being discharged.

Record discharge date, receipt location, and receiver's unit designation or Department of Defense Activity Address Code (DoDAAC) of each delivery by load date and truck plate number. The contractor will compile and submit this information at least weekly to DESC-Europe. The contractor will perform trend analysis to include reporting on diversions (intended destination vs. actual discharge destination) and reporting on accountability (number of trucks loaded vs. number of trucks discharged). The contractor will make recommendations to DESC-Europe for improving accountability or the inland distribution mission processes. NOTE: US Army retains responsibility for the inland distribution mission. M&O contractor will not make distribution decisions.

Miscellaneous Responsibilities.

Ordering and accounting. The M&O contractor will receive JP-8 requirements at least monthly from DESC-Europe. These requirements are subject to weekly fluctuations with little or no advance warning. Contractor will place monthly and daily verbal orders for fuel deliveries to the DESC JP-8 transportation contractors. M&O personnel will input transactions into Power Track as required. Power Track is a web-based program used for paying transportation invoices. DESC anticipates that there will be approximately 3 transactions per convoy or approximately 90 transactions per month required in Power Track; however, multiple transaction amendments may be required. Upon completion of deliveries the DESC JP-8 transportation contractor will forward supporting documentation by load date and truck license plate number to the M&O contractor, who will verify deliveries and input required transaction into Power Track. The M&O contractor will then provide supporting documentation for each Power Track transaction to DESC. DESC will provide required Power Track training to M&O designated personnel.

The M&O contractor will not be responsible for placing orders or certifying invoices for diesel T54 or unleaded gasoline MTP.

The M&O contractor will create and maintain a blacklist of drivers that may not work for DESC due to illegal or unethical behavior, to include, but not limited to, smuggling, stealing, and violence, or for security concerns. The M&O contractor will provide regularly updated versions of the blacklist to DESC-Europe and DESC transportation and fuel contractors, and will ensure the drivers do not work for DESC.

Upon receiving monthly JP-8 requirements, the M&O contractor will submit Turkish Diplomatic Approval (TDA) paperwork to 39th Wing Detachment 1 in Ankara. The TDAs must be submitted at least 2 weeks before the load date of the convoy for which they will be used. The contractor will coordinate all TDA requirements and forward completed TDAs to the DESC JP-8 transportation contractor, ensuring they have

enough TDAs to meet the mission requirements. DESC-Europe will provide training on the TDA process to the M&O contractor.

Coordinate fuel mission with Turkish, Iraqi, and American organizations as necessary. These organizations may include, but not limited to the following: European Command Logistics Sustainment Cell, the 39th Air Base Wing, the American Consulate in Adana, the American Embassy in Ankara, the Turkish Ministry of Foreign Affairs, the Turkish General Staff, Turkish Border and Customs officials, Iraqi Border and Customs officials, US Army representatives in Northern Iraq, Task Force RIO, Iraqi Ministry of Oil, DESC-Baghdad, DESC-Incirlik, DESC-Turkey (Ankara), DESC-Europe (Wiesbaden, Germany), and DESC-Mediterranean (Pisa, Italy). A variety of reports, e.g. daily total deliveries by product to DESC, may be required to be submitted to any of these agencies on a daily basis. The contractor must be able to translate local languages (Turkish, Kurdish, Arabic) into English.

Attend meetings and briefings with American military and/or Government representatives as necessary.

An M&O office will be established within a 100 km radius of Adana, Turkey to facilitate DESC representation and contract oversight.

M&O contractor is responsible for ensuring their own physical security and physical security of their personnel in Turkey and in Iraq.

The contractor will perform additional minor tasks related to management and oversight of the mission (e.g. create and submit new reports) as requested by DESC-Europe.

Within 1 week of award, provide initial Situation Report containing information described in paragraph 4c(i)(1) of this PWS. Provide updates as required. To the extent possible, maintain this information in electronic format available on-line to DESC-FI. If on-line access is not possible, provide updates to DESC-FI via e-mail.

GOVERNMENT FURNISHED INFORMATION

In order to facilitate contractor responsiveness, the US Government will provide information on the Operation IRAQI FREEDOM petroleum inland distribution mission and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the US Government will provide the contractor with pertinent information on DESC administrative plans, logistical needs, and technical requirements associated with this contract. The Contractor shall establish liaison with DESC to facilitate rapid communication of any information needs.

TRANSITION: The contractor must have all personnel in place no later than one week prior to the start of performance to observe the current operation.