



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY  
ACQUISITION LOGISTICS AND TECHNOLOGY  
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WASHINGTON, DC 20310-0103

SAGC

JUN 25 2018

Mr. Henry Kerner  
U.S. Office of Special Counsel  
1730 M Street, N.W., Suite 300  
Washington, D.C. 20036-4505

SUBJECT: Whistleblower Investigation—  
Alleged Gross Mismanagement and Gross  
Waste of Funds by Failure to Reacquire Six  
Fuel Trucks at U.S. Mission and Installation  
Command (MICC), Fort Rucker, Alabama -  
(Office of Special Counsel File Number DI-  
17-3283)

Dear Mr. Kerner:

In accordance with Title 5, United States Code (U.S.C.), Sections 1213(c) and (d), the enclosed report is submitted in response to your referral of information requesting an investigation of allegations and a report of findings in the above referenced case.

The Secretary of the Army (SA) has delegated to me his authority, as agency head, to review, sign, and submit to you the statutorily required report. [TAB A].

The Department of the Army (DA) has enclosed two versions of its report. The first version of the report contains the names and duty titles of military service members and civilian employees of the DA. This first version is for your official use only, as specified in 5 U.S.C. §1213(e). We understand that, as required by law, you will provide a copy of this first version of the report to the Whistleblower, the President of the United States, and the Senate and House Armed Services Committees for their review. Other releases of the first version of the report may result in violations of the Privacy Act<sup>1</sup> and breaches of personal privacy interests.

The second version of the report has been constructed to eliminate references to privacy-protected information and is suitable for release to all others. We request that only the second version of the report be made available on your website, in your public library, or in any other forum in which it will be accessible to persons not expressly entitled by law to a copy of the report.

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<sup>1</sup> The Privacy Act of 1974, Title 5, United States Code, Section 552a.

The Department of the Army takes very seriously its responsibility to address, in a timely and thorough fashion, matters referred by OSC. In this case, the Army conducted a thorough and comprehensive investigation in response to the OSC's referral of allegations submitted by the Whistleblower, [REDACTED]

An Investigating Officer was appointed to investigate the facts and circumstances surrounding the Whistleblower's allegation that [REDACTED] Director, MICC Fort Rucker, failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc., notwithstanding recommendation from other command personnel to do so, resulting in a loss of approximately \$1.18 million to the Government. The purpose of this investigation was to determine the validity of the Whistleblower's allegations and make findings and recommendations. These allegations demanded that the investigation leave no stone unturned.

The Army's investigation concluded that [REDACTED] incorrectly concluded that mod 36 was part of the plan for the expansion of services, rather than for the purchase of six fuel trucks. However, the IO found that the confusing and improper nature of how the fuel trucks were initially procured [nearly 18 months before he arrived] contributed to [REDACTED] misunderstanding of the underlying facts and how to resolve the problem. The IO did not find [REDACTED] actions constituted fraud, waste or abuse.

The IO found, however, that the contracting officer's failures could result in a \$1,347,765 loss to the government if the agency is unable to reacquire the six fuel trucks from the contractor. FAR 1.602-1(b) states that "no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met." In this case, the contracting officer failed to properly adhere to her responsibilities under FAR 1.602-1(b) and CICA when she exceeded the scope of a service contract and purchased the six fuel trucks without competition or proper justification for limiting competition.

Even more detrimental to the United States' interest, the contracting officer failed to include the FAR-required contract clauses that would establish the government's contractual right to title of the vehicles. To mitigate this possible loss, the Approving Authority directed the current contracting officer to assert and obtain title to the six fuel trucks.

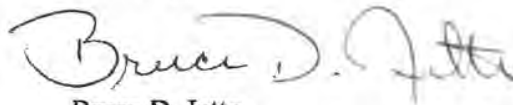
The Approving Authority also recommended that the Report of Investigation be forwarded to the senior leadership of USACE, Sacramento for consideration of counseling and/or retraining of the contracting officer, [REDACTED]

I concur with the IO's findings. In response to the IO's recommendation, the Army has initiated steps to ensure that the recommendations occur and that the outcomes are fully documented. Although the initial KO, [REDACTED] made a significant professional error in judgment, I do not believe her actions constitute a criminal violation. Accordingly the Army has made no referral of alleged criminal violation to the Attorney General pursuant to Title 5, United States Code, § 1213[d][5][d].



This report, with enclosures, is submitted in satisfaction of my responsibilities under Title 5, USC, Sections 1213[c] and [d]. Please direct any further questions you may have concerning this matter to  
at 703-614-3500.

Sincerely,

A handwritten signature in cursive script that reads "Bruce D. Jette". The signature is written in dark ink and is positioned above the printed name.

Bruce D. Jette

## SUMMARY OF THE REPORT OF INVESTIGATION

### I. INFORMATION INITIATING THE INVESTIGATION

By correspondence dated November 16, 2017, the Office of Special Counsel [OSC] forwarded to the Secretary of the Army allegations from a named Whistleblower [REDACTED]. If [REDACTED] allegations are accurate, Department of the Army officials may have engaged in actions that constitute a violation of law, rule or regulation, and/or a gross waste of funds on a government contract to supply refuel/defuel services for the United States Army Aviation Center of Excellence [USAACE], Fort Rucker, Alabama. [TAB 1]. More specifically, [REDACTED] alleged that the Mission Installation Contracting Command [MICC] Director, [REDACTED] failed to reacquire vehicles purchased with agency funds from a contractor. To that end, [REDACTED] made the following general allegations:

OSC Referred Allegation 1: [REDACTED] failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc. [Primus], notwithstanding recommendations from AMC, U.S. Army Sustainment Command [ASC] and U.S. Army Contracting Command personnel to do so.

OSC Referred Allegation 2: Failure to reacquire these vehicles will result in a loss of approximately \$1.18 million for the agency.

### II. CONDUCT OF THE INVESTIGATION

Upon receiving the November 16, 2017 OSC referral letter, the Army Office of the General Counsel [OGC] forwarded the action to the Commanding General, U.S. Army Material Command [AMC] [TAB 2], who forwarded the referral to the Army Contracting Command [ACC]. ACC identified the appropriate subordinate command and forwarded the referral to MICC HQ through the Command Counsel technical chain on 22 November 2017. MICC HQ Office of Chief Counsel [OCC] diligently began to identify the appropriate organization needed to investigate the matter and made the appropriate recommendation to the MICC Commander on/or about November 29, 2017.

After consultation with higher headquarters and OGC, the MICC Commander delegated the matter to the Field Directorate Office [FDO] that oversees MICC contracting at Fort Rucker. On December 8, 2017, [REDACTED] the Field Director and Appointing Authority for this investigation, appointed [REDACTED] to serve as the investigating officer. [TAB 3]. [REDACTED] was given suspense date of December 21, 2017 to complete her investigation and render findings and recommendations to [REDACTED]. However, OSC instructed the subordinate command to not finalize its investigation until OSC had an opportunity to review the findings and proposed recommendations.



██████████ completed her investigation on December 21, 2017 and provided a draft report to MICC OCC. On December 26, 2017 MICC OCC forwarded ██████████ draft report to OGC for its review.

On January 16, 2018, OGC provided comments to ██████████ draft report to address some additional concerns or issues. Upon receipt of OGC's consolidated comments, MICC OCC coordinated with ACC Chief Counsel to develop a way forward for addressing all outstanding concerns.

On January 22, 2018, MICC OCC and ACC Chief Counsel finalized the way forward, delayed, in part, by preparations for the government shutdown and the resulting delay. On January 23, 2018, ██████████ accepted all legal recommendations and forwarded her signed draft Report of Findings to MICC OCC for final legal review. MICC OCC completed the legal review on February 14, 2018 and forwarded the ROI and DA 1574 to ██████████ the Appointing Authority, for final action that same day. On February 15, 2018, ██████████ approved the findings and accepted recommendations 7b and 7f through 7h. He disapproved recommendation 7c and accepted recommendations 7a, 7d, and 7e, in part. The MICC OCC began drafting the Army Narrative Report based on the IO's AR 15-6 ROI and its findings and conclusions.

### III. BACKGROUND

The IO began her investigation on December 8, 2017. She started by reviewing documents available in Paperless Contract Files [PCF] for the basic contract and the 59 modifications to the contract. She also reviewed information from the Contracting Officer Representative Tracking Tool [CORT]. File documentation for many of the modifications was very limited and did not provide a complete picture of the contract actions and background for the modifications. She interviewed the whistleblower, ██████████ and 8 other individuals she identified during the course of her initial review. As provided for in the IO's Appointing Order, the purpose of the IO's investigation was to ascertain answers to the following questions:

(1) The circumstances that necessitated the acquisition of the six fuel trucks, the circumstances surrounding that transaction, any related changes to the contract, the terms and conditions that governed that transaction and the source of funding for that transaction.

(2) Whether ownership of the fuel trucks should rest with the Government or contractor. If the Government should own those vehicles, determine if ██████████ took the appropriate steps, personally or through a subordinate, to ensure the Government's interest were properly protected. If the Government should own those vehicles, determine if the Government will suffer a financial loss if it fails to reacquire them and, if so, how much.

(3) Did Army Materiel Command, Army Sustainment Command and/or Army Contracting Command provide guidance to ██████████ regarding the reacquisition of these vehicles? If so, acquire any written guidance or investigations produced by those commands that was provided to ██████████ or other MICC Rucker personnel.

(4) Whether any further investigation is required on this allegation or any other collateral matter.

Through a combination of witness interviews and an exhaustive review of the contract files related to Contract W91247-12-C-0023 for Class III Refueling and Defueling Services, the IO provided findings for all four questions and offered recommendations to [REDACTED] for action. The testimony and documentary evidence gathered during the AR 15-6 investigation resulted in a ROI which formed the basis for this Army Narrative Report.

To facilitate a better understanding of the facts and circumstances associated with the Whistleblower's allegations to the OSC and to permit a more informed assessment of the testimonial and documentary evidence collected in this matter, it is important to understand the relevant organizations' mission and functions and their roles and responsibilities. Additionally, a working knowledge of the laws, rules, and regulations that govern Army contracting is also essential to analyzing the merits of the Whistleblower's allegation. A summary of those relevant authorities is also provided below.

#### **IV. ORGANIZATIONAL ROLES AND RESPONSIBILITIES**

Generally, for our purposes, it is important to understand that there are two principal lines of authority which impact the contracting process. One line of authority is the chain of command for the requiring activity [RA], which is responsible for identifying the need, defining the requirement, and providing the necessary funding. The other line of the authority rests with the contracting activity [CA], which is responsible for taking the defined and funded requirement and placing it under contract. After the contract is awarded, the CA is responsible for contract administration, but RA is typically responsible for providing the day-to-day oversight. For a service contract, such as the one at issue here, the RA typically provides a Contracting Officer Representative [COR], to assist the CA with the overall administration of the contract.

In the instant matter, the requirement activity was USAACE and the contracting activity was MICC – Fort Rucker. However, the COR, was provided by Army Sustainment Command rather than the RA. The mission and overall responsibilities are as follows:

##### **General Roles and Responsibilities of Relevant Organizations.**

a. **USAACE [formerly Army Aviation Center and School]:** USAACE's mission is to train, educate, and develop agile and adaptive Army Aviation professionals, manage the Aviation Enterprise, and integrate indispensable Aviation capabilities and requirements across the warfighting functions to enable commanders and Soldiers on the ground to fight and win in an increasingly complex world. The Center of Excellence includes three aviation brigades, the 1st Aviation Brigade, 110th Aviation Brigade, and 128th Aviation Brigade, and a Noncommissioned Officers' Academy.



At the Centre students learn to fly and to employ aviation assets to assist United States forces with the 110th Aviation Brigade. The 110th consists of the Headquarters and Headquarters Company which provides staff assistance to four battalions. Each battalion has a unique mission. The 1-11th Aviation Regiment, reassigned to 110th Aviation Brigade in October 2010, provides air traffic services for all aviation training for U.S. Army Aviation Center of Excellence -- including the operation of the Army's largest Radar Approach Control. The 1-14th Aviation Regiment at Hanchey Army Heliport trains Aviators in the AH-64D/E aircraft. The 1-223rd Aviation Regiment at Cairns Army Airfield and Knox AHP trains Aviators and flight engineers in the CH-47D/F aircraft, primary and instrument evaluations, and all fixed-wing qualification courses.

C Company, 1-223rd Aviation Regiment [formerly 3-210th Aviation Regiment], conducts training in the Mi-17 helicopter. The 1-212th Aviation Regiment at Lowe AHP and Shell AHP trains Aviators in the UH-60A/L/M aircraft and provides evaluation flights for the Initial Entry Rotary Wing students' basic combat skills phases of training. B Company, 1-212th Aviation Regiment [formerly the 2-210th Helicopter School Battalion], trains Spanish students in the UH-60 and OH-58C aircraft at Lowe and Shell AHPs. The brigade also provides crash rescue and air ambulance support to USAACE and surrounding communities and serves as the Department of the Army Night Vision Device Training and Operations Staff Agency.

**b. MICC:** The MICC's mission provides Army commands, installations and activities with disciplined and responsive contracting solutions and oversight. On order, it aligns and provides contracting forces in order to enable Army Unified Land Operations. To accomplish this, the MICC has two Field Directorate Offices [FDO], one at Fort Eustis and the other at Joint Base San Antonio [JBSA] at Fort Sam Houston. It also has two Contract Support Brigades [CSB] -- one located at Fort Hood, Texas and the other at Fort Bragg. The FDOs and CSBs collectively have thirty-five local offices or battalions spread throughout the Continental United States [CONUS]. The MICC-Fort Rucker is an installation contracting office under FDO-Eustis.

**c. ASC:** ASC provides sustainment level logistics by synchronizing Acquisition, Logistics and Technology support from the strategic through the operational to the tactical level. Serves as Army Materiel Command's [AMC] single face to the field and facilitates reach back across AMC to enhance mission support. Supports Army, Joint and Coalition forces across the full spectrum of operations. Manages Army Prepositioned Stocks and as the CONUS Theater Support Command [TSC], provides materiel management capabilities.

In terms of support to the warfighter, the ASC mission is to provide Combat Service Support capability to Soldiers serving in Combat Commands in the continental United States and overseas to ensure expeditionary war-fighting readiness and leverage national logistics to sustain a transforming Army at war.

#### **Roles under the Instant Contract:**

USAACE understands what it takes to fly aviation assets and to train pilots to do the same. However, ASC is the type of organization that would have the operational expertise to oversee a contractor providing refueling and defueling services. The table below outlines the roles and responsibilities had under the subject contract:

<b>The United States Army Aviation Center of Excellence [USAACE]</b>	<b>Mission Installation Contracting Command [MICC] at Fort Rucker</b>	<b>Army Sustainment Command [ASC]</b>
<i>Requiring Activity</i>	<i>Contracting Activity</i>	<i>Supporting Activity</i>
<b>Role under this contract</b>		
Needs Identification	Awarded the Contract	Provided COR to support Contract Administration [day-to-day oversight]
Defined the Requirement	Contract Administration	
Provided the Funding		
<b>Higher Headquarters [MACOM]</b>		
TRADOC	AMC	AMC

The fact that the COR was provided by ASC is not problematic, in and of itself, but it could create issues when making changes under the contract. For instance, the contracting activity via a contracting officer is the only entity with the authority to make changes under the contract. However, the need for any change must be defined and funded by the requirement activity, but, in this instance, day to day oversight is being conducted by another activity. As long as all three entities are working in synch, the mission can be accomplished, but if coordination is lacking problems will undoubtedly arise.<sup>2</sup>

## V. RULES AND REGULATIONS GOVERNING THE CONTRACT TO PERFORM AIRCRAFT REFUEL/DEFUEL SERVICES UNITED STATES ARMY AVIATION CENTER OF EXCELLENCE

As with all Army contracts, this procurement was governed by the rules and regulations outlined in the Federal Acquisition Regulation [FAR], the Defense Federal Acquisition Regulation Supplement [DFARS], and the Army Federal Acquisition Regulation Supplement [AFARS]. There may have been other MICC specific policies that governed the initial acquisition, but for our purposes, the key rules and regulations are largely captured under the FAR.

For the contract at issue here, the relevant terms and conditions are as follows:

<sup>2</sup> Coordination problems can occur when it is simply the RA and CA involved in requirement development and contract oversight. The point here is that adding an additional level of bureaucracy may provide a much needed level of subject matter expertise, but it also provides an additional administrative layer to overcome when managing the contract and/or making contract changes.



**Service Contracts:** The FAR defines a service contract as “a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. A service contract may be either a non-personal or personal contract. It can also cover services performed by either professional or nonprofessional personnel whether on an individual or organizational basis.” [See FAR 2.101].

**Firm Fixed-price [FFP]:** The FAR defines this as a contract that provides “for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties. The contracting officer may use a firm-fixed-price contract in conjunction with an award-fee incentive [see 16.404] and performance or delivery incentives [see FAR 16.402-2 and 16.402-3] when the award fee or incentive is based solely on factors other than cost. The contract type remains firm-fixed-price when used with these incentives.”

**Commercial Item:** The FAR defines a commercial item as “any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and— [i] Has been sold, leased, or licensed to the general public; or [ii] Has been offered for sale, lease, or license to the general public.” [See FAR 2.101 and FAR 12].

**Contract Modifications:** For most contract-types, the government has the unilateral right to modify the terms of the contract by issuing a “change order” IAW FAR 43.2. However, any changes contemplated under a commercial items contract must be done pursuant to a bilateral agreement.<sup>3</sup> In addition, all modifications must be within the general scope of the underlying contract and once issued are considered to be matters of contract administration and outside the purview of the Competition in Contracting Act (CICA).<sup>4</sup> (See Zodiac of North America, Inc., B-414260 (Mar. 28, 2017)). However, a modification becomes objectionable where there is a “material difference” between the modified contract and the original contract. A material difference exists when “a contract is so substantially changed by the modification that the original and modified contracts are essentially and materially different.” (See Id.).

**Contracting Officer:** FAR 1.602-1(a) states that contracting officers have authority to enter into and administer contracts. FAR 1.602-1(b) states that no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. FAR 1.602-2

<sup>3</sup> FAR Clause 52.212-4 – Contract Terms and Conditions – Commercial Items [c] states “changes in the terms and conditions of this contract may be made only by written agreement of the parties.”

<sup>4</sup> CICA requires “full and open” competition in government procurements as obtained through the use of competitive procedures. 10 U.S.C. § 2304(a). Once a contract is awarded, however, the Government Accountability Office (GAO) will generally not review modifications to that contract because such matters are related to contract administration. An exception to this rule arises where a protest alleges that a contract modification changes the work from the scope of the original contract, since the work covered by the modification would otherwise be subject to the statutory requirements for competition absent a valid determination that the work is appropriate for procurement on a sole-source basis.



states that contracting officers are responsible for safeguarding the interests of the United States in its contractual relationships. FAR 1.602-2 states that contracting officers shall ensure that the requirements of 1.602-1(b) have been met.

**Agency Funds:** According to the Whistleblower, the six fuel trucks purchased under the subject contract were purchased with agency funds, therefore the vehicles should belong to the government. However, depending on the type of agency funds used, that may or may not be the case. In this instance, this was a service contract and Operation and Maintenance [O&M] funds were used to fund all activities under the base contract and to all related changes. [TABs T and V, Purchase Requests for Modifications 36 and 43].<sup>5</sup> Although there are several defined exceptions, O&M funds may only be used to fund actions that provide a direct benefit to the government. O&M appropriations pay for the current operations of the force, and for the maintenance of all the Armed Services' equipment, including base maintenance services, vehicle maintenance services, civilian salaries, and all expenses required to operate the force. Consolidated Appropriations Act, 2017, Pub. L. No. 115-31.

**Title to Property:** The contracting officer safeguards the United States' interest in title to property by including the FAR-required contract clauses in the contract. If the contracting officer directs a contractor to acquire property for use under a commercial-item contract and title to the property will vest in the government, FAR 45.107(a)(1)(iii) states that the contracting officer shall include FAR clause 52.245-1. This clause establishes the government's contractual right to title of the property. Alternatively, if the contracting officer purchases supplies on a firm-fixed price basis from the contractor, FAR 46.316 states that the contracting officer shall include FAR clause 52.246-15. This clause establishes the government's contractual right to title of the property upon the government's acceptance of the supply. In either case, these FAR-required contract clauses ensure that title to the property vests in the government.

## VI. DISCUSSION

The Office of Special Counsel requested that the Army investigate the following allegations:

**OSC Referred Allegation 1:** [REDACTED] failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc. (Primus), notwithstanding recommendations from AMC, U.S. Army Sustainment Command (ASC) and U.S. Army Contracting Command personnel to do so.

**OSC Referred Allegation 2:** Failure to reacquire these vehicles will result in a loss of approximately \$1.18 million for the agency.

The facts and findings described herein directly address the aforementioned allegations:

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<sup>5</sup> Purchase Request and Commitment number provide the accounting codes for this specific contract—Operations and Maintenance – Army.



## **a. Summary of Key Facts and Findings**

- The government, at the end of FY 2014 and in a rush to spend end of year money, directed the contractor to purchase six fuel trucks at a total contract price of \$1,347,765. [TABs N, Q, and S].
- The former Contracting Officer [KO], [REDACTED] failed to follow proper contracting procedures and/or provide adequate documentary support to justify the vehicle purchase and properly protect the government's interest. Her actions, although not excusable, were driven by pressure from the requiring activity to spend available funds at fiscal year-end. More to the point, this was a Firm Fixed Price [FFP] contract for services, but the KO issued a modification to purchase six vehicles. This action was *not* part of the original scope of this type of contract, which contributed to the government's inability to quickly uncover the error and correct it. [TABs K, L, M, N, O, Q, and S].
- The former KO, [REDACTED] no longer works for the MICC, but she was contacted as part of the IO's investigation. She did not respond to several emails or the IO's several attempts to contact her by phone.<sup>6</sup>
- The Contracting Officer's mistake was identified in mid to late September 2015. At that time, the MICC Fort Rucker contracting office, in coordination with staff from Army Sustainment Command [ASC] and the United States Army Aviation Center of Excellence [USAACE], began to take steps to reacquire the vehicles, but failed to do so by the time [REDACTED] arrived at Fort Rucker. [TABs C - Statement of [REDACTED] Q, and, W].
- [REDACTED] took over the Directorship of the Fort Rucker-MICC office in January 2016. His predecessor and interim Director, [REDACTED] and several DA civilians [i.e., the Contracting Officer Representative [COR]; new KO; Supply Service Division Chief, etc.] explained that the government had allowed the contractor to obtain title to the six fuel trucks and they recommended that [REDACTED] allow MICC-Fort Rucker to continue to move forth on the administrative actions necessary to resolve the issue of whether the trucks should be owned by the Government. [TABs A - Statement of [REDACTED] D - Statement of [REDACTED] F, Q, X, Y, Z, BB, CC, DD, and GG].
- [REDACTED] initially agreed to commence administrative action to acquire government ownership of the trucks but after conducting his own assessment of the contract file, along with finding no indication a business case analysis and/or life cycle analysis had been performed and/or no efforts by property management to add the trucks to the government property inventory, coupled with discussions with the Rucker G4, Rucker legal counsel and other Fort Rucker contracting personnel, he determined that the

<sup>6</sup> In spite of these unsuccessful attempts to establish contact with and receive [REDACTED] testimony, the IO was able to gather independent relevant and material facts regarding the contract formation and its amendments through the facts gathered from other witnesses and documents, including the contract documents themselves.

government bought expanded services, not fuel trucks and there was no documentation to indicate title to the trucks should belong to the government. As such, he instructed MICC personnel to "withdraw the proposed administrative action to bring these six [6] fuel trucks into the government's inventory and re-issue as GFE." [TAB Q].

- Key Finding: The IO found, based on her review, [REDACTED] conclusion was not unreasonable in the circumstances, because the method the contracting officer used for modifications 36 and 43 and the poor records keeping create severe confusion and uncertainty about what was purchased and the rights of the contracting parties. More specifically, she also found that the KO, [REDACTED] per direction from USAACE, issued modification 36 to the FFP services contract directing the contractor to purchase six fuel trucks, but she failed to follow proper FAR procedures for the government to acquire title to the vehicles and adequately document the contract file created the current dilemma, which could result in a [REDACTED] loss to the government if the agency is unable to reacquire the six fuel trucks from the contractor. [TABs A – Statement of Mr. [REDACTED] F, K, L, M, N, O, Q, S, X, Y, Z, BB, DD]."

#### **b. Summary of Relevant and Material Facts**

The following summary is organized to respond to the four areas of concern that the IO was directed to address in her Appointing Order. Further, for ease of presenting the facts and circumstances surrounding the subject purchase of the six fuel trucks, the facts will be presented in a chronological order. The four areas of concerns were the following:

(1) The circumstances that necessitated the acquisition of the six fuel trucks, the circumstances surrounding that transaction, any related changes to the contract, the terms and conditions that governed that transaction and the source of funding for that transaction.

(2) Whether ownership of the fuel trucks should rest with the Government or contractor. If the Government should own those vehicles, determine if [REDACTED] took the appropriate steps, personally or through a subordinate, to ensure the Government's interest were properly protected. If the Government should own those vehicles, determine if the Government will suffer a financial loss if it fails to reacquire them and, if so, how much.

(3) Did Army Materiel Command, Army Sustainment Command and/or Army Contracting Command provide guidance to [REDACTED] regarding the reacquisition of these vehicles? If so, acquire any written guidance or investigations produced by those commands that was provided to [REDACTED] or other MICC Rucker personnel.

(4) Whether any further investigation is required on this allegation or any other collateral matter.

**1. Contract Formation and Modifications 36 & 43.** The circumstances that necessitated the acquisition of the six fuel trucks, the circumstances surrounding that transaction, any related changes to the contract, the terms and conditions that governed that transaction and the source of funding for that transaction.



- a. On May 16, 2012, contract W91247-12-C-0023 was awarded as a firm fixed price "commercial item" contract to provide aircraft refuel/defuel services at the United States Army Aviation Center of Excellence [TAB O - Subject Contract]. More specifically, para 1.2 stated in pertinent part

"The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence [USAACE], Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. In addition, maintenance of bulk fuel storage facilities as well as dispensing and maintenance of dispensing equipment associated with the additive +100 to jet fuel at Fort Rucker will be provided by the Contractor."

The basic contract contained Contract Line Item Numbers [CLINs] for a Phase-in-Period [0001], Distribution Services [0002 & 0003], and Contractor Manpower Reporting [0004]. This contract was structured as a "service contract," and there were no CLINs for supplies or equipment under the basic contract. As per paragraph 5.0 of the PWS, the contractor was required to provide all vehicles and personnel in support of this requirement. Government Furnished Property was described at Paragraph 4.0, which was largely limited to facilities, radios, fuel, and some equipment. Although paragraph 4.1.8, further stated that "the Government reserves the right to use Government owned equipment [other than GFE under this contract]," the basic contract did not contain clauses related to the treatment of government furnished property [i.e. FAR 52.245-1]. [TAB O - Subject Contract].

The Performance Work Statement, at paragraph 7.3.1.1. stated: "Service at Base Fields (Cold and Warm Refuel). The Contractor shall employ sufficient personnel and furnish all equipment needed to ensure all basefield aircraft ... are at maximum fuel capacity permitted by mission design series (MDS) unless otherwise required." [TAB O].

The PWS, at paragraph 7.3.1.2. stated: "Service at Stagefields (Hot and Warm Refuel). The Contractor shall employ sufficient personnel and furnish all equipment needed to set up, maintain, and perform hot or warm refuel operations ...". [TAB O].

- b. On June 4, 2014, [REDACTED] Director, G-1/G-4, USAACE sent an email to [REDACTED] Director, G3/USAACE Flight Training, with a copy to Preskitt, Doerer, Ingram, and Ambrose, indicating that the requiring activity was interested in modifying the manner in which helicopter refueling was done under the subject contract. [TAB Q - [REDACTED] Spreadsheet]. More specifically, the RA sought to "add a new fleet of LUH-72 hellos..." because the "current refuel assets may not be enough to sustain the refueling in the time available." He was interested in knowing if adding the cost of an increase in tanker fleet, crews, maintenance and additional tankers "equated to more than a 20% change in the scope of the current contract ..." [TAB Q - [REDACTED] Spreadsheet].



According to information derived from the email exchanges, at least several courses of action were considered:

COA 1: Modify A/C with Closed Circuit Aperture - Impact: Cost per aircraft to modify

COA 2: Increase refuel fleet- Impact: Cost per refuel team/tanker increase cost of contract

COA 3: Increase Recovery Time during launches - Impact: Increased training time". [TAB Q - [REDACTED] Spreadsheet]

- c. On June 12, 2014, an email from [REDACTED] USAACE Deputy G4, to [REDACTED] G-1/G-4, USAACE and [REDACTED] the former KO stating that the RA would pursue COA 2. More specifically, USAACE Deputy G4 states "Our COA is directed by the CG and involves increasing the size of the refuel tanker fleet. Anything that reduces the amount of time or the number of gallons to refuel per aircraft will be considered [hot gas point at Cairns, etc.]..." [TABs K - email from [REDACTED] and Q - [REDACTED] Spreadsheet].
- d. On July 21, 2014, the Contracting Specialist provided Primus [the contractor] the new estimated workload and asked Primus to provide a proposal for increased refueling services. [TAB M - Email from Contracting Specialist]. This initial request asked Primus to provide a cost proposal for the increased scope to the contract. [TAB M - Email from Contracting Specialist]. I was unable to locate evidence from the RA providing the request for increased services due to the addition of the UH-72 aircraft.
- e. On July 23, 2014, Primus provided a "proposal" via email to the Contracting Specialist and [REDACTED] which included cost for fuel trucks, parking lot, personnel, and additional services. The proposal covered Fiscal years 15-17. The proposal was a detailed spreadsheet listing the cost and quantities of materials, labor, and supplies. It is unclear as to how many fuel trucks the contractor had in service at the time and how these increases in equipment, facilities and personnel responded to the workload data provided on 21 July 14. [TAB L - Email from Contractor].
- f. On September 11, 2014, the G8, sent an email to the Chief Flight Training, Program Budget Division [at the time], USAACE, G8, [REDACTED] and [REDACTED] that stated, [REDACTED] If we only wanted to do a portion of this requirement with FY 2014 funds, how could we break it down into pieces. Call me to discuss if you need to. MJ." [TAB Q - [REDACTED] Spreadsheet].
- g. On September 16, 2014, the Contracting Officer, [REDACTED] sent an email to the G8, [REDACTED] and the former director, [REDACTED] and wrote "Hi [REDACTED] The Option Year commences on 17 December. As a result, you will be able to use FY 2014 funds through 16 December to fund the contract. On 17 December FY 2015 funding will be required since we will be well into FY 2015. If you have additional questions, please let our office know. Thanks, [REDACTED]" [TAB Q - [REDACTED] Spreadsheet].



- h. Between September 16 to September 17, 2014, several emails were exchanged between the contracting office and other government employees discussing the implications of splitting the requirement, because of insufficient funding. In particular, the G8 stated: “[I] still need to know if the requirements can be broken up in any way to do partial funding to attain certain requirements with FY 2014 dollars. In other words, what if I only have \$1m of FY 2014 funds to put toward this effort?” [TAB Q - **Spreadsheet**].
- i. On September 17, 2014, the contracting specialist, asked the contractor to provide a “revised proposal” that only included the price for the trucks for FY 2014. More specifically, the contracting specialist stated “I know this is a rush job we are sending to you but we are trying to purchase these trucks before year end [put monies on a modification]. With that said, we will need a cost proposal from Primus for six [6] 5K Refueling/Defueling Trucks with the following specifications: Color – Silver with dual rear refueling capabilities; + 100 injection system; APOSD; and all other contractual requirements. Trucks will be the same as the ones in use, but with the aforementioned characteristics and be DOT compliant.” [TAB N - **Email from Contractor**]. At this point, the government appears to have de-scoped the initial request, but I could find no evidence that showed an actual decrease in workload from the estimate’s provided on July 21, 2014.
- j. On September 22, 2014, the contractor provided the government a revised “truck only” proposal. Proposal is titled “UH72 Project – Truck Only Proposal”, which includes six 5000 gal refueler trucks at [REDACTED] each, as additions to capital equipment, less “residual value” of [REDACTED]. The proposal also included, [REDACTED] in other cost, 10.76% G&A and 9% profit, for a total of [REDACTED]. The cost proposal specifically identified the contractor’s cost of, among other things, Tax/Title/Tax, Markings [Company Name/DOT #] decals, insurance and maintenance/fuel/tires for the trucks. [TAB N - **Email from Contractor**]. Again, the contractor only provided the contracting office a spreadsheet that priced the cost of the six fuel trucks. It was unclear from the “proposal” as to how the additional fuel trucks would meet the increased workload.
- k. On September 28, 2014, the [REDACTED] issued a “unilateral modification” [TAB S - **Contract modification Number 36**].<sup>7</sup> Though this was contrary to the terms of the contract, she still issued the unilateral contract modification. The modification, numbered Mod P00036, stated it was “issued to add CLIN 1012 and obligate funding for the expansion of Services for the integration of UH-72’s into the Fort Rucker Flight Training Operations. As a result of the above, the total amount funded increased by [REDACTED] from [REDACTED] to [REDACTED]. All other terms and conditions remain the same”. [TAB S - **Contract modification Number 36**]. Other than the general title of expansion of services, the contract file did not contain any supporting documentation

<sup>7</sup> The contract contains FAR 52.212.-4 Contract Terms and Conditions – Commercial Items. As a commercial item, the government does not have the authority to issue unilateral modifications. All changes to contract must be done via bilateral agreement.

explaining the expanded services [i.e. IGCE, scope determination, etc.]. However, the following facts were helpful for understanding the purpose of the modification.

-- The modification did not contain the Government Property Clause, FAR 52.245-1, which is prescribed by FAR 45.107 in "[f]ixed-price solicitations and contracts when the Government will provide Government property,"

--The purchase request [PR] included a statement in the KO Notes that "The purpose of the MOD is to buy Refuel Trucks" and lists item 0023 as "Purchase of Refuel Trucks" as 1 job for [REDACTED]

--The requesting office on the PR was for USAACE and this request seemed to align with the contracting offices' request for the "truck only" proposal. However, the amount provided under this PR was [REDACTED] less than what the contractor proposed. Nothing in the contract file described this discrepancy.

- l. Between September 18, 2014 and February 10, 2015, Mods 35 thru 42 were issued. None of these mods directly pertained to the issue at hand.
- m. On April 2015 – former Contracting Officer Representative [COR] of record deployed and on May 2015 – [REDACTED] became the COR on the subject contract.
- n. On July 14, 2015, the interim KO/Office Chief issued Mod 43, Reason "To provide a complete equitable adjustment to Option Year II Part One; Warm Refuel; Refuel Trucks; Knox Field Support; Changes to Attachment 1; and adjust CLIN 2003. PR 0010340442-0036 was provided by Requesting Office W0U9 Aviation COE, B1100 Dilly Branch Rd, and Ft Rucker AL 36362-5000. Of particular note, CLIN 2008 was added to cover the "[r]emaining funding for the ordering of six refuel trucks in the amount of [REDACTED] [TAB U - Contract Modification Number 43]. This MOD stated "All other terms and conditions remain the same" and did *not* add any government property clauses or assert government title over the vehicles. It simply paid the contractor what appears to be the remaining balance for the initial truck purchase, without taking *any* formal steps to assert government title.

## **2. Fuel Truck "Ownership Issue".**

- a. On September 22, 2015 [REDACTED] wrote an email to [REDACTED] discussing the propriety of purchasing six fuel trucks. More specifically, [REDACTED] said,

[REDACTED] Spoke with [REDACTED] this am and I don't believe that they want to purchase the trucks from us! Go figure that one out. They are willing to un-title the trucks but would like to be paid back the amount that they spent on titling them 40-60K. Believe we should move forward and get this action done now so we can get the trucks on the contract as GFE for the new option year in 17 Dec 2015. I have called the PA [property administrator] at Ft Benning several times and no reply to date. Clearly



we can and should proceed in this direction as the best interest in the government and Tax payer dollars. Please let me know if you want to proceed I will get the NSN and Lin for the 5,000 Gal trucks we have and the 1/2 Ton truck also. This must get done as I have to update the PWS and also get it sent to MICC in VA."

b. On September 24, 2015, an email from [REDACTED] discussed recoupment of the trucks in exchange for government provided nozzles. [REDACTED] suggested allowing Primus to keep \$140K in nozzles as an equitable adjustment in exchange for the 6 refueling and 1 pickup truck. [TAB Q - [REDACTED] Spreadsheet]. In the subsequent email trail, [REDACTED] agrees the trucks should come back to the government, but there are issues since the original contract stated that the contractor would furnish the vehicles.

c. On September 29, 2015 email from Property Administrator from MICC Ft Benning, to [REDACTED] with a copy to the ACC Government Property subject matter expert stated the following:

"[I]tems the KTR purchased on behalf of the Gov't are considered CAP [Contractor Acquired Property] upon receipt of the equipment. The contractor is required to turn all certificates of origin or titles over to the PA or KO. The property is titled to the Gov't, it is kept in stewardship by the KTR and reported as CAP by the KTR until the contract is closed or until the KO removes the property from the contract by mod." She acknowledges that she is unable to view contract file documentation in PCF and asks questions about who told Primus to tag and title the vehicles. She states "Unless the contractor was given specific guidance to do so [in writing by the KO or some other authorized Gov't employee] I do not see how it is the Gov'ts responsibility to reimburse him for any costs involved with the costs involved to tag or title the equipment. The equipment was paid for by the Gov't and the contract was the purchase vehicle."

However, the IO stated that she could find no evidence that [REDACTED] or [REDACTED] formally reviewed the contract or examined the documentation that the contracting officer used to issue the previous modification.

d. On September 29, 2015 an email from [REDACTED] to [REDACTED] stated [REDACTED] Spoke with ACC Huntsville about our situation here and they agree that we need to get the trucks back under government control. He is going to speak with [REDACTED] about this situation so we can move forward. VR Ed" [TAB Q - [REDACTED] Spreadsheet].

e. On October 20, 2015, an email from [REDACTED] to [REDACTED] and [REDACTED] [TAB Q - [REDACTED] Spreadsheet] stated the following:

"[REDACTED] I have ask [REDACTED] to provide me documentation on 6 ea. Trucks that were purchased several times now and she has refused to

provide that documentation as requested. She has stated to me that there is still money owed to Primus as they didn't receive all the funding to purchase this items. I will not ask her anymore to provide this data as she has stated that the KO needs to request this info or has the information that I am requesting from her. Clearly she doesn't want to work me in trying to resolve this issue as we just keep talking about and never resolving the issue at hand. Bottom line is the trucks need to be returned to the government at once and re-issued as CAP to them to use for the remaining time on the contract. Please advise on the way ahead on this matter. Also I would strongly suggest that we try to avoid going down the same paths that we have in the past on this contract, as clearly we have made some mistakes that we should have corrected."

f. On November 7, 2015, [REDACTED] LNO to TRADOC, asked [REDACTED] Rucker Interim Contracting Office Chief, to provide a way forward. [TAB W - Email from [REDACTED]]. [REDACTED] email stated, "We're going to prudently address this contract and give it the attention it deserves" and he requested an assessment by G8 on the spending activities over the life of the contract. [TAB W - Email from [REDACTED]]

g. Between late October to early December 2015, emails were exchanged between [REDACTED] and [REDACTED] trying to find out what the status is on the conclusion for handing possession of the fuel trucks. [TAB Q - [REDACTED] Spreadsheet]. [REDACTED] inquiries included the COR [REDACTED] the requiring activity, and the contractor. In his opinion, the lack of a comprehensive contract file documentation and the complexity of the requirement also added to the limitation. [TAB C - Statement from [REDACTED]]

h. On December 1, 2015, [REDACTED] emailed [REDACTED] to discuss the status of the fuel trucks. [REDACTED] replied, [REDACTED] I understand the urgency. Because I'm at a conference this week, we won't be able to discuss until next week...talk then. Thanks" [TAB Q - [REDACTED] Spreadsheet]. Sometime in December of 2015, [REDACTED] departed MICC Fort Rucker and left his position as interim office chief at Rucker. Based on his examination of the ownership issue, he made the following recommendations:

"1. The six fuel trucks should not have been part of the contract price and should have been classified as government furnished equipment. I recommended the fuel trucks be de-scoped and transferred to government. The only reimbursement the government should have considered was the maintenance cost that Primus incurred. 2. Purchasing of new fuel nozzles to comply with safety and make the operations more efficient. I recommended that Primus should have provided them in accordance with the contract." [TAB C - Statement from [REDACTED]]

Before leaving, he stated that he submitted his information "to the attorney at Rucker. [REDACTED] and [REDACTED]" [TAB C, Statement from [REDACTED]]



**3. [REDACTED] Arrives at MICC Fort Rucker.**

a. On January 26, 2016, [REDACTED] sent an email to [REDACTED] titled "New Refuel Trucks Status" and asked him to "finish up the process to get the 6 ea. New Refuel Trucks back into the government hands for [REDACTED]. [TAB Q - [REDACTED] Spreadsheet].

b. On January 27, 2016 email from [REDACTED] sent an email to [REDACTED] and [REDACTED] stating:

"All, [REDACTED] is preparing a DRAFT modification to correct the issue of the six [6] fuel trucks. The PWS, List of GFP/GFM/GFE and contract terms and conditions will be changed to reflect this action and incorporate the appropriate GFP clauses. Additionally, monies from depreciation and tax, tags, and registration will be accounted for. The DRAFT will be sent to [REDACTED] for review to see if there is anything she wishes to add from a Property Book perspective. There will not be a Release of Claims issued with this modification, so that if after Gov't inspection we need to off-set the contractor for maintenance we can do so. After which a release of claim will be issued. I hope this satisfies everyone's interests and corrects the issue going forward. Thank you, [REDACTED]. [TAB Q - [REDACTED] Spreadsheet]

c. On February 11, 2016, [REDACTED] emailed his opinion that the trucks were not GFP to [REDACTED] and copied [REDACTED] and many others rescinding his prior position. [TAB A - Statement from [REDACTED] More specifically, he stated:

"All I've done some further research on the subject. MOD 00036 and the [REDACTED] obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six [6] fuel trucks into the government's inventory and re-issue as GFE." [TAB X, Email from [REDACTED].

d. On February 12, 2016, [REDACTED] emailed [REDACTED] and let him know she briefed [REDACTED] her new director, and he wanted to acquire a formal statement in writing from Mr. [REDACTED] [TAB GG - Email exchanges from [REDACTED] to [REDACTED].

e. On April 6, 2016, email from [REDACTED] sent an email to [REDACTED] titled "Subject Trucks" and wrote,

"During our PWS working group meeting we had a couple of weeks ago, you stated that you were going to bring in an audit team to re-visit the

Truck situation. Have we did anything on this matter yet? Please let me know what you intend to do on this matter please.” [TAB Y - Email from [REDACTED]]

f. On April 6, 2016, [REDACTED] responded to [REDACTED] email, and copied to [REDACTED] and stated:

“I said it was a good point and I would consider it, however I have considered it again and I revert back to my original assessment of the situation that we didn’t buy trucks we bought expanded fuel services and expand maintenance services. If we wanted to buy trucks, we should have gone through all the appropriate protocols do so. I am not pursuing an audit, however if the LRC wishes to do so, you may do so through your appropriate channels. Thanks for all you do, [REDACTED]. [TAB Y - Email from [REDACTED]]

g. Early June 2016, [REDACTED] and [REDACTED] from Army Sustainment Command were sent to Rucker by [REDACTED] to investigate loss of fuel accountability by the contractor under Contract W91247-12-C-0023 and possible fraud, waste and abuse. [TAB F - Statement from [REDACTED]] The investigators concluded their investigation in a couple of days and provided an out briefing to a group of individuals from the requiring activity, [REDACTED] and several personnel from the Rucker contracting office on 9 Jun 17. The bulk of the briefing centered on the fuel accountability issue, but the investigators stated that they raised the fuel truck issue at the time of the out brief and with [REDACTED]. [TAB Z]. However, their briefing was later revised to tone down the fuel truck issue [TAB BB - Alternate version of briefing slides].

h. On June 14, 2016, [REDACTED] SES, AVNCOE, exchanged a series of emails with [REDACTED] Of particular note, [REDACTED] wrote

“I can see nowhere in our actions that we directed the “purchasing” of additional vehicles prior to the comment from [REDACTED] in Mod 43. That does not mean someone may have instructed the contractor to take a certain COA to accomplish the mission. The final decision has to be the KO negotiating on behalf of the Army as directed in the modification orders. As I understand the base contract this is not government furnished equipment: vehicles? So any purchase done by the contractor to accomplish the service actions remains the contractors property. What actions do we need to take?” [TAB DD - Email exchange between Mr. [REDACTED] and [REDACTED]]

i. There were a series of emails exchanged between June 7, 2016 and July 12, 2017, concluding with an email from [REDACTED] which asserted the following:

“Attended several meetings with [REDACTED] [REDACTED] [REDACTED] today. There were no further concerns or actions required of us on the



subject of the refuel/defuel contract other than to continue to work with the customer on revisions to the PWS. The issue of GFE has been put to rest.” [TAB CC - Email from ██████████]

#### **4. New Contracting Officer.**

a. January/February 2017 - ██████████ assigned ██████████ KO, to perform contract administration on the subject contract. ██████████ is the sixth KO to assume responsibilities for this requirement. She stated that there was no proper hand off of contract administration responsibilities, even though ██████████ KS, was still in the office and could have assisted with the contract admin transfer. She learned of the problems with the fuel trucks from ██████████. He also notified her of contractor non-compliance with AR 58-1 for other trucks they had on contract. She investigated both issues. [TAB D - Statement from ██████████]

b. On March 10, 2017, ██████████ was contacted by ██████████ from the Installation Logistics Directorate at Rock Island asking about getting the 6 trucks back from the contractor. [TAB D - Statement from ██████████]. After which, she then attempted to talk to ██████████ on this I - sue and was told to “stand down, that he had crushed this before and will crush it again”. She stated that ██████████ told her he sent an email on 11 Feb 16 that gave his position on the fuel trucks and they were not government property.

According to her sworn statement, ██████████ told ██████████ about an audit conducted on the contract before she took over contract administration for the subject contract. He told her the audit determined that the trucks should be considered GFP. She stated that she talked to Primus and they agreed the 6 fuel trucks belonged to the government and the government could reimburse Primus for the taxes and tags. ██████████ with Primus stated that “the [government] can have the trucks, [the government] just needs to pay residual value.” [TAB I, - Notes from ██████████ - Contractor Employee]. ██████████ stated that based on her review of all contract file documents and other research she’s conducted, the trucks should belong to the government. She stated “I’ve tried to hold Primus accountable, but ██████████ is telling me to let this die and not pursue holding them accountable.” [TAB D - Statement from ██████████]

c. Current solicitation for the follow-on effort [W91246-17-R-0003] does not list fuel trucks as Government Furnished Property [GFP] [Performance Work Statement [PWS] para 14.6, Table E]. The language in the PWS requires the contractor to “furnish all personnel, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for USAACE, Fort Rucker, its tenant activities, and authorized transient aircraft in accordance with this PWS and all applicable regulations. In addition, the contractor shall provide limited maintenance of bulk fuel facilities, dispensing equipment and storage tanks associated with the additive +100 to jet fuel at Fort Rucker”, as stated in para 2.1 of the PWS dated 6 November 6, 2017. [TAB EE - Solicitation for Follow-on Effort].



## **VII. INVESTIGATING OFFICER'S FINDINGS AND CONCLUSIONS FOR INVESTIGATION'S FOUR AREAS OF CONCERN**

With respect to the four areas of concern that the IO was asked to address in her investigation, the following are her findings:

**(1) The circumstances that necessitated the acquisition of the six fuel trucks, the circumstances surrounding that transaction, any related changes to the contract, the terms and conditions that governed that transaction and the source of funding for that transaction.**

(a) She found the Contracting Officer (KO), [REDACTED] failed to follow proper contracting procedures and/or provide adequate documentary support to justify the vehicle purchase and properly protect the government's interest. Her actions, although not excusable, were driven by pressure from the requiring activity to spend available funds at fiscal year-end. More to the point, this was a Firm Fixed Price (FFP) contract for services, but the KO issued a modification to purchase six vehicles. This action was not part of the original scope of this type of contract, which contributed to the government's inability to quickly uncover the error and correct it.

(b) The IO also determined that if [REDACTED] was going to use modification 36 to purchase an increase in services, she would have, at a minimum, done the following: (1) specifically state the increased requirement, (2) make a determination that the increased requirement was within scope of the base contract, (3) obtain a legal review on the scope determination, (4) obtain Primus's price proposal, (5) determine the price was fair and reasonable, (6) obtain funding, and (7) execute a bilateral modification. Although there is some evidence that in July 2014, the KO asked the contractor to provide a cost estimate for an increased workload, she found that the KO did not continue to negotiate for expanded services

**(2) Whether ownership of the fuel trucks should rest with the Government or contractor. If the Government should own those vehicles, determine if [REDACTED] took the appropriate steps, personally or through a subordinate, to ensure the Government's interest were properly protected. If the Government should own those vehicles, determine if the Government will suffer a financial loss if it fails to reacquire them and, if so, how much.**

(a) [REDACTED] became aware of fuel truck "ownership issue," amongst others, sometime in January 2016 very shortly after his arrival as a new office chief. [REDACTED] review of the contract documents and discussions with the government personnel, including legal counsel, led him to conclude that mod 36 was part of the planned for the expansion of services, rather than for the purchase



of six fuel trucks and that the contractor owned the trucks. He based that decision on review of documents in PCF, other documents provided by the [REDACTED] and the RA, conversations with [REDACTED] [REDACTED] and [REDACTED]. He said he consulted truck ownership issue with [REDACTED] legal counsel at Fort Rucker. He asserted that she agreed there was no documentation to show the trucks were GFP. [TAB A- Statement of [REDACTED]] He also based his decision upon his review of FAR Parts 12, 13, 37 and 45, with much weight given to performance-based service contract [TAB FF]. As such, he took no formal actions to "reacquire" the fuel trucks on behalf of the government. Although the weight of the evidence I have reviewed suggests that ownership should rest with the government, she did not find [REDACTED] position to be indefensible.

(b) The IO found that [REDACTED] coordinated his actions with SESs and other senior officials at ACC and ASC and decided not to pursue reacquiring the fuel trucks. However, several government employees from ASC and ACC identified the "ownership issue" and recommended that [REDACTED] place the fuel trucks on a government property book. [REDACTED] ultimately rejected these recommendations.

(c) Modifications 36 and 43 state they were issued for the expansion of services for the integration of UH-72's into the Fort Rucker Flight Training Operations and they were used to procure and pay for the acquisition of the six fuel trucks at a total cost of [REDACTED] (Modification 36 [REDACTED] + Modification 43 [REDACTED]). Unfortunately, the entire transaction was poorly justified, improperly documented, and procedurally flawed. Most, if not all of the initial blame, rests with the contracting officer of record at the time, [REDACTED] and the previous director, [REDACTED] who likely pressured the KO simply get this action done. [TAB G]. To date, it is unclear as to whether the government ever actually needed the additional fuel trucks, but it is now in the government's best interest to obtain ownership of the fuel trucks for use during the remainder of this contract and any follow-on effort.

**(3) Did Army Materiel Command, Army Sustainment Command and/or Army Contracting Command provide guidance to [REDACTED] regarding the reacquisition of these vehicles? If so, acquire any written guidance or investigations produced by those commands that was provided to [REDACTED] or other MICC Rucker personnel.**

(a) The IO found that no senior official from Army Sustainment Command or Army Contracting Command directed [REDACTED] to "reacquire" the six fuel trucks. There were several recommendations from government employees that he do so. However, there was evidence that many of these employees also had not read the contract or any of the underlying documentation that the IO reviewed in making her determination.

(b) She also found that the confusing and improper nature of how the fuel trucks were procured, and the consultation he had with senior officials in the RA, contributed to [REDACTED] decision not to pursue the matter any further. Furthermore, nothing precluded the requiring activity from actively investigating the fuel truck issue and offering a formal determination. Although ASC sent down two investigators to look into the fuel accountability issues, they were only tangentially concerned with the fuel truck ownership issue. The investigators [REDACTED] stated that they recommended that [REDACTED] investigate the matter during the initial out brief, however the final slide presentation contained no such recommendation.

**(4) Whether any further investigation is required on this allegation or any other collateral matter.**

(a) The IO found evidence that the government might have also purchased a pickup truck for the contractor using the same sloppy contracting approach. The current KO should investigate this further.

(b) There is evidence that the agency used the incorrect funding method to purchase the vehicles for the following reasons:

(i) The cost for each vehicle was [REDACTED] but the entire purchase cost was [REDACTED] for all six vehicles. At the end of September 2014, the agency used [REDACTED] in FY 2014 funds to pay a portion of the cost and in mid July 2015, it used [REDACTED] to pay the contractor the remaining balance.

(ii) Since each vehicle cost less than \$250k, the IO found that it was permissible for the government to purchase these vehicles with O&M funds.

(iii) However, if the bonafide need for the vehicles was triggered in FY 2014, it was improper for the agency to use FY 2015 funds to pay the unpaid balance. If, however, the bonafide need was triggered in FY 2015 it would have been improper for the agency to use FY 2014 funds to make the initial payment under Modification 36. Bottom line, the entire acquisition should have either been paid with FY 2014 or FY 2015 O&M funds.



## **VIII. CONCLUSIONS FOR REFERRED OSC ALLEGATIONS**

Based on the facts and findings at Parts VI & VII of this report, the conclusions for the referred OSC allegations are as follows:

### **1. OSC Referred Allegation 1:**

**Whether [REDACTED] action in not asserting government ownership of the six fuel trucks, purchased with agency funds, from Primus Solutions, Inc. (Primus), notwithstanding recommendations from AMC, U.S. Army Sustainment Command (ASC) and U.S. Army Contracting Command personnel to do so, was unreasonable and in violation of law, rule or regulation, and/or a gross waste of funds on a government contract to provide refuel/defuel services for the United States Army Aviation Center of Excellence [USAACE], Fort Rucker, Alabama.**

The IOs key findings are as follows:

1. On May 16, 2012, contract number W91247-12-C-0023 was awarded as a firm fixed price "commercial item" contract to provide aircraft refuel/defuel services United States Army Aviation Center of Excellence. The specific requirement is described at paragraph para 1.2 of the contract performance work statement, in pertinent part,

"The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence [USAACE], Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. In addition, maintenance of bulk fuel storage facilities as well as dispensing and maintenance of dispensing equipment associated with the additive +100 to jet fuel at Fort Rucker will be provided by the Contractor."

The basic contract contained Contract Line Item Numbers [CLINs] for a Phase-in-Period [0001], Distribution Services [0002 & 0003], and Contractor Manpower Reporting [0004]. This contract was structured as a "service contract," and there were no CLINs for supplies or equipment under the basic contract.

2. At the end of Fiscal Year [FY] 2014, USAACE had a little over \$1 million in O&M funds to spend on the subject contract. It did not have enough funding to pay for a planned expansion of services. Instead, it asked the contracting activity to purchase six fuel trucks.
3. The Contracting Officer [KO], [REDACTED] requested and received a cost estimate from the contractor to purchase six fuel trucks. She then used

that cost estimate to issue a unilateral modification to the contract, which directed the contractor to purchase six 5k gallon fuel trucks. However, she failed to follow proper contracting procedures and/or provide adequate documentary support to justify the vehicle purchase and properly protect the government's interest.

4. The Contracting Officer's mistake was identified in mid to late September 2015. At that time, the MICC Fort Rucker office, in coordination with staff from Army Sustainment Command [ASC] and the United States Army Aviation Center of Excellence [USAACE], began to take steps to reacquire the vehicles, but failed to do so by the time [REDACTED] arrived at Fort Rucker.
5. [REDACTED] took over the Directorship of the Fort Rucker-MICC office in January 2016. His predecessor and interim Director, [REDACTED] and several DA civilians [i.e., the COR, new KO, Supply Service Division Chief, etc.] explained that the government had allowed the contractor to improperly obtain title to the six fuel trucks and they recommended that [REDACTED] allow MICC-Fort Rucker to continue to move forth on the administrative actions necessary to correct the ownership issue.
6. [REDACTED] initially agreed to reacquire the trucks but after conducting his own assessment of the contract file he determined that the government bought expanded services, not fuel trucks. As such, he instructed MICC personnel to "withdraw the proposed administrative action to bring these six [6] fuel trucks into the government's inventory and re-issue as GFE [Government Furnished Equipment]."
7. The IO found, based on her review, [REDACTED] conclusion was not unreasonable in the circumstances, because the method the contracting officer used for modifications 36 and 43 and the poor records keeping created severe confusion and uncertainty about what was purchased and the rights of the contracting parties. More specifically, she found that the KO, [REDACTED] per direction from USAACE, issued modification 36 to the FFP services contract directing the contractor to purchase six fuel trucks, but she failed to follow proper FAR procedures for the government to acquire title to the vehicles and adequately document the contract file created the current dilemma, which could result in a [REDACTED] loss to the government if the agency is unable to reacquire the six fuel trucks from the contractor. (TABs A, F, K, L, M, N, O, Q, S, X, Y, Z, BB, and DD).

**CONCLUSION FOR ALLEGATION 1:** The Investigating Officer (IO) found that [REDACTED] took no formal actions to reacquire the fuel trucks on behalf of the government, and that several government employees from Army Sustainment Command (ASC) and Army Contracting Command (ACC) identified the ownership issue and recommended that [REDACTED] place the fuel



trucks on a government property book. However, the IO found that [REDACTED] did *not* act unreasonably in the circumstances, because the method the contracting officer used for modifications 36 and 43 and the poor record keeping created severe confusion and uncertainty about what was purchased and the rights of the contracting parties. The IO found that this was a Firm Fixed Price (FFP) contract for services, but the contracting officer issued a modification to purchase six vehicles. This action was *not* within the original scope of this type of contract, which contributed to the government's inability to quickly uncover the error and correct it. The IO based her position on the following documentary evidence.

1. The government's request for a cost estimate on September 18, 2014 "to purchase these trucks before year end," specifically for "six [6] 5K Refueling/Defueling Trucks with the following specifications: Color – Silver with dual rear refueling capabilities; + 100 injection system; APOSD; and all other contractual requirements. Trucks will be the same as the ones in use, but with the aforementioned characteristics and be DOT compliant." [TAB N].
2. The Contractor's email on September 22, 2014, stating "attached is our proposal [cover letter and worksheet] as requested for the purchase of 6 trucks." [TAB N].
3. The Contractor's proposal, attached to the Contractor's email on September 22, 2014, for "Fuel Truck Cost [REDACTED]" This proposal also included profit, G&A, and costs related to registration and maintenance of the trucks for a total cost of [REDACTED] [TAB N].
4. The Purchase Request that explicitly states that "the purpose of this MOD [Mod 36] is to buy Refuel Trucks." [TAB T].
5. Modification 43, which was issued as an equitable adjustment to, *inter alia*, provide "remaining funding for the ordering of six refuel trucks in the amount of [REDACTED] [TAB U].
6. The relevant portion of the Purchase Request for Modification 43 explicitly states that "the purpose of this MOD is to buy Refuel Trucks." [TAB V].
7. The total amount of Mod 36 plus the portion of Mod 43 relative to the vehicles equals exactly the cost estimate that Primus provided on 22 September to purchase 6 vehicles. Mod 36 increased the value by [REDACTED] Mod 43 increased the value by [REDACTED]. The total equals [REDACTED] [TABs S and U].

[REDACTED] concluded that mod 36 was part of the plan for the expansion of services, rather than for the purchase of six fuel trucks [TABs A and FF], but the Investigating Officer found that if the contracting officer would have properly procured services, she would have, at a minimum, done the following: (1) specifically stated the increased requirement, (2) made a determination that the increased requirement was within scope of the base contract, (3) obtained a legal review on the scope determination, (4) obtained a price proposal from the contractor, (5)

made a price reasonableness determination, (6) obtained proper funding, and (7) executed a bilateral modification.

Although [REDACTED] asked the contractor to provide a cost estimate for an increased workload, the IO found that she did not continue to negotiate for expanded services by the time modification 36 was issued. There was also sparse evidence in the contract file to support a conclusion that modification 36 was issued for expanded services. The IO based her findings on the following facts:

1. On July 21, 2014, the government's initial request for a cost estimate from Primus stated the increased scope of services in terms of the number of additional aircraft to be fueled, broken down by aircraft type, airfield location, and fiscal year. [TAB M].
2. Primus quickly responded on July 23, 2014 by providing its cost estimate, detailing service personnel, trucks, a parking lot, and other miscellaneous expenses responsive to that request. [TAB L]. Primus' price for FY 2015 for this service expansion was [REDACTED] [TAB L].
3. On September 17, 2014, after almost two months of no activity, the requiring activity asked the KO "what if I only have \$1m of FY 2014 funds to put toward this effort?" [TAB Q].
4. On September 18, 2014, the government requested a cost estimate from Primus to purchase trucks "before year end." [TAB N].

The IO also found that personnel turnover in the Fort Rucker office from the office chief, to the KOs, to KSs, and lack of continuity in contract administration personnel greatly contributed to the lack of contract file documentation and timely determination on the handling of the 6 fuel trucks. When [REDACTED] arrived as the contracting office chief, there was a 33% vacancy rate and only 1 warranted KO in the office. The office was understaffed and was trying to administer 120 service contracts, while awarding 700 contract actions valued at \$181M during FY 2015. [TAB FF]. This chaotic nature of the working environment, likely contributed to Mr. [REDACTED] inability to identify key contract details and failure to properly identify the problem. There was also no evidence that a proper scope determination or a written legal review was obtained when modifications 36 and 43 were issued or during the subsequent remedial actions.

## **2. OSC Referred Allegation 2:**

**Whether failure to reacquire these vehicles will result in a loss of approximately \$1.18 million for the agency.**

1. [REDACTED] became aware of fuel truck "ownership issue," amongst others, sometime in January 2016 very shortly after his arrival as a new office chief. [REDACTED] review of the contract documents and discussions with the government personnel, including legal counsel, led him to conclude that mod 36 was part of the planned for the expansion of services, rather than for the purchase of six fuel trucks and that the



contractor owned the trucks. He based that decision on review of documents in PCF, other documents provided by the [REDACTED] and the RA, conversations with [REDACTED] and [REDACTED]. He also based his decision upon his review of FAR Parts 12, 13, 37 and 45, with much weight given to performance-based service contract [TAB FF]. As such, he took no formal actions to "reacquire" the fuel trucks on behalf of the government. Although the weight of the evidence the IO reviewed suggested that ownership should rest with the government, she did *not* find [REDACTED] position to be indefensible.

2. The IO also found that [REDACTED] coordinated his actions with SESs and other senior officials at ACC and ASC and decided not to pursue reacquiring the fuel trucks. However, several government employees from ASC and ACC identified the "ownership issue" and recommended that [REDACTED] place the fuel trucks on a government property book. [REDACTED] ultimately rejected these recommendations. [TABs B, C, D, E, and F].
3. Modifications 36 and 43 state they were issued for the expansion of services for the integration of UH-72's into the Fort Rucker Flight Training Operations and they were used to procure and pay for the acquisition of the six fuel trucks at a total cost of [REDACTED] Modification 36 [REDACTED] + Modification 43 [REDACTED]. Unfortunately, the entire transaction was poorly justified, improperly documented, and procedurally flawed. Most, if not all of the initial blame, rests with the contracting officer of record at the time, [REDACTED] and the previous director, [REDACTED] who likely pressured the KO simply get this action done. [TAB G].

**CONCLUSION FOR ALLEGATION 2:** The IO did *not* find [REDACTED] actions constituted fraud, waste or abuse. The IO found, however, that the contracting officer's failures could result in a [REDACTED] loss to the government if the agency is unable to reacquire the six fuel trucks from the contractor. FAR 1.602-1(b) states that "no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met." In this case, the contracting officer failed to properly adhere to her responsibilities under FAR 1.602-1(b) and CICA when she exceeded the scope of a service contract and purchased the six fuel trucks without competition or proper justification for limiting competition.

Even more detrimental to the United States' interest, the contracting officer failed to include the FAR-required contract clauses that would establish the government's contractual right to title of the vehicles. To mitigate this possible loss, the Approving Authority directed the current contracting officer to assert and obtain title to the six fuel trucks. The Approving Authority also recommended that the Report of Investigation be forwarded to the senior leadership of USACE, Sacramento for consideration of counseling and/or retraining of the contracting officer, [REDACTED].

## IX. INVESTIGATING OFFICER'S RECOMMENDATIONS

Based upon her findings and conclusions, the IO made the following recommendations in her ROI, paragraph 7, to the Investigation Appointing/Approving Authority:

- a. Instruct the current KO to take the appropriate steps to place the six fuel trucks on the government property books, determine if the government paid a fair and reasonable price for the trucks, and resolve any potential claims between the government and contractor. Furthermore, these trucks and other similarly purchased equipment should be treated as GFE for this contract and any other follow on efforts.
- b. I do not recommend that [REDACTED] be disciplined for his actions; he had a good faith basis for his decision not to pursue recovery of the trucks as GFP. However, I recommend that, going forward, [REDACTED] be directed to consult legal counsel and obtain a written legal opinion whenever ownership of property or other major contract issues, are in question.
- c. If [REDACTED] is involved in the Rucker Refueling/Defueling follow-on source selection, consider having someone other than him serve as Source Selection Authority [SSA] for the contract to avoid any appearance of a conflict of interest due to the ongoing investigations on this contract.
- d. Conduct a thorough property and financial audit on the existing contract and all modifications to determine if supplies and equipment provided to the contractor should be considered government property. Revise the follow-on solicitation W9124F-17-R-0003 to include the 6 trucks [and any other GFE] as part of the government furnished property once ownership is obtained and as soon as practical.
- e. Coordinate with MICC G-8 and legal counsel to determine whether this contracting action complies with the Bona Fide Needs Rule. Take action as warranted to correct funding with the appropriate Fiscal Year OMA funds.
- f. Require the Aviation Center and School personnel to attend training on proper requirements package building.
- g. Forward this report of investigation to the senior leadership of USACE, Sacramento for consideration of counseling and/or retraining of contracting officer [REDACTED]
- h. Require contracting personnel who are still in the Rucker office who were involved in award of W91247-12-C-0023 and Mods thru P00055 to re-train on proper file documentation and essential elements of a requirements package. Require that they review all documents gathered as part of this investigation and upload relevant documents in the contract file to establish a history on this contract in the official contract file.



## **X. APPROVING AUTHORITY'S ACTIONS**

The Approving Authority approved the findings and accepted Recommendations 7b and 7f through 7h. He disapproved Recommendation 7c, and accepted Recommendations 7a, 7d, and 7e with the following modifications:

**7 .a. Replace the first sentence; the approved recommendation reads:**

"a. Instruct the contracting officer to assert/obtain ownership of and title to the six fuel trucks, determine if the government paid a fair and reasonable price for the trucks, resolve any potential claims between the government and contractor related to that issue and coordinate with the requiring activity to ensure they properly account for all government property under the contract. Furthermore, these trucks and other similarly purchased equipment should be treated as GFE for this contract and any other follow on efforts. [Findings 6[1] [a] a-g, and 6[1] [c]]."

**7. d. Replace the first sentence; the approved recommendation reads:**

"d. The contracting officer will coordinate with the requiring activity to identify and resolve any other potential property issues under the existing contract, including, but not limited to the possible purchase of a pickup truck. [ROI, paras 5.q and 6[4][a]]. Revise the follow-on solicitation W9124.F-17-R-0003 to include the 6 trucks [and any other GFE] as part of the government furnished property once ownership is obtained and as soon as practical. [Findings 6[1 ][a]a-g, and 6[1 ][c]]."

**7. e. Substitute "Requiring Activity" for "MICC" in the first sentence.**

"e. Coordinate with the requiring activity G-8 and legal counsel to determine whether this contracting action complies with the Bona Fide Needs Rule. Take action as warranted to correct funding with the appropriate Fiscal Year OM..... [Finding 6[4][b]]."

**Recommendation 7c was disapproved for the following reason:**

"I disapprove recommendation 7.c [consider removing ██████████ as the source selection authority [SSA] on the Refueling and Defueling Services follow-on contract because of an apparent personality conflict with the contracting officer's representative [COR] and contracting officer]. This recommendation is not warranted. The evidence indicates that ██████████ disagreed with the COR and recently assigned contracting officer regarding ownership of and title to the fuel trucks. The ROI found that ██████████ conclusion was not unreasonable" and revealed, at most, a professional disagreement between Government employees. There is no evidence that he has any actual or apparent conflict of interest or bias for or against any offerors that would affect his ability to serve as SSA. This recommendation is also not practical because ██████████ has been briefed and selected the awardee for the follow-on contract."

**United States Army Aviation Center of Excellence  
Fort Rucker, Alabama  
Office of Special Counsel File Number DI-17-3283**

**TAB**

- A/A** Secretary of the Army (SA) delegation to the Under Secretary of the Army, Assistant Secretary of the Army (Acquisition, Logistics, and Technology),  
Assistant Secretary of the Army (Civil Works),  
Assistant Secretary of the Army (Manpower & Reserve Affairs),  
Assistant Secretary of the Army (Financial Management & Comptroller),  
Assistant Secretary of the Army (Installations, Energy & Environment),  
Subject: Delegation of Authority Under Title 5, United States Code, Sections 1213 (c) and (d), dated 5 June 2018
- 1** OSC referral dated November 16, 2017, to the Secretary of the Army requesting he investigate allegations of gross mismanagement and a gross waste of funds at the U.S. Army, U.S. Mission and Installation Command, Fort Rucker, Alabama
- 2** Memo from the Office of the Army General Counsel to Commanding General, U. S. Army Materiel Command, directing a Whistleblower Investigation for Alleged Gross Mismanagement and Gross Waste of Funds by Failure to Reacquire Six Fuel Trucks at U.S. Mission and Installation Command (MICC), Fort Rucker, Alabama - (Office of Special Counsel File Number DI-17-3283)
- 3** Memorandum for [REDACTED], Appointment as Army Regulation 15-6 Investigating Officer – Status of Fuel Trucks under Contract No. W91247-12-C-0023, Class III Refueling and Defueling Services
- A** Statements from [REDACTED], Director of Ft. Rucker MICC and subject of investigation dated 13 Dec 2017
- B** Statement from [REDACTED], Logistic Management Specialist, Army Sustainment Command dated 12 Dec 2017 (one of the two investigators sent to Fort Rucker in June 2016 to investigate alleged improprieties related to the Bulk Fuels Contract)



- C** Statement from [REDACTED], interim director at Ft. Rucker MICC from Oct. 2015 to on/about Dec. 2015, dated 14 Dec. 2017
- D** Statement from [REDACTED], contracting officer for Bulks Fuel Contract, dated 13 Dec 2017
- E** Statement from [REDACTED], contracting officer representative for Bulk Fuels Contract, dated 13 Dec 2017 (whistleblower)
- F** Statement from [REDACTED], Logistic Management Specialist, Army Sustainment Command dated 12 Dec 2017 (one of the two investigators sent to Fort Rucker in June 2016 to investigate alleged improprieties related to the Bulk Fuels Contract)
- G** Statement from [REDACTED], contracting specialist MICC Ft. Rucker, dated 14 Dec 2017 (she was the specialist of record at the time the bulk fuel trucks were purchased)
- H** Statement from [REDACTED], Director of the Logistics Readiness Center (LRC), dated 12 Dec 2017
- I** Notes from conversation with [REDACTED], program manager for Bulk Fuel Contractor (Primus), dated 14 Dec 2017
- J** Statement from [REDACTED] supply service Division Chief for LRC, dated 12 Dec 2017
- K** Email from [REDACTED] from 12 June 2014 containing a number of attachments related the Bulk Fuel service requirement
- L** Email from [REDACTED] sent 23 July 2014 containing the contractors "first proposal" for expanding bulk fuel services
- M** Email from [REDACTED] to contractor sent 21 July 2014 (email contains some workload data related to expanded bulk fuel services)
- N** Email from Primus initially sent on 18 September 2014 containing the "truck only" proposal

- O** Subject contract awarded on 16 May 2012 as a commercial item contract (Base + 4 option periods) (contract also contains the relevant PWS)
- P** Attachment 6 to Base Contract (list of supported aircraft)
- Q** Spreadsheet from [REDACTED] dated 20 Dec 2017. This document is a very detailed spreadsheet containing a chronological synopsis of the significant actions occurring under this contract from 4 June 2014 to 6 June 2016. It also discusses the contents of various email conversations that took place during the 2 year period. In the absence of actual emails, the IO routinely cited to information contained within this spreadsheet when developing her ROI.
- R** Contract Modification 34 (example normal bilateral modification)
- S** Contract Modification 36, titled "TO ADD CLIN 102 AND OBLIGATE FUNDING FOR EXPANSION OF SERVICES, issued 28 September 2014 (this was actually a unilateral modification directing the contractor to purchase six fuel trucks)
- T** Purchase Request to provide funding, inter alia, to procure the six fuel trucks under modification 36 (PR was generated 30 Apr 2013, but it is unclear as to when the order number was added for the fuel trucks)
- U** Contract Modification 43, titled "TO PROVIDE A COMPLETE EQUITABLE ADJUSTMENT TO OPTION YEAR II PART ONE; WARM REFUEL; REFUEL TRUCKS; KNOX FIELD SUPPORT; CHANGES TO ATTACHMENT 1; AND ADJUST CLIN 2003," issued 14 July 2015 (this was a unilateral modification issued to the contractor for, inter alia, reimbursement on the remaining balance for the fuel truck purchase directed under modification 36)
- V** Purchase Request to provide funding, inter alia, to provide the additional funding needed to fund modification 43
- W** Email chain between former Director, [REDACTED] and several interested parties about how to resolve the ownership issue around the fuel truck ownership issue. The original emails were exchanged between the months of September 2015 to November 2015



- X** Email from [REDACTED] that provides his initial rationale for not directing the contracting office to re-acquire the fuel trucks sent 11 February 2016
- Y** Email from [REDACTED] reasserting his initial position for not directing the contracting office to re-acquire the fuel trucks sent 6 April 2016
- Z** Briefing slides from [REDACTED] and [REDACTED] for the 9 June 2016 exit brief related to the bulk fuels service contract investigation
- AA** Email chain recapping discussion points raised at a meeting with various senior stakeholders regarding the bulk fuels service contract sent 7 July 2016. One discussion point relates to the six fuel trucks, but appears to largely close the issue
- BB** Another version of the briefing slides from [REDACTED] and [REDACTED] for the 9 June 2016 exit brief related to the bulk fuels service contract investigation.
- CC** Another email from [REDACTED] discussing the bulk fuels service contract sent 7 July 2016
- DD** An email exchange between [REDACTED] and [REDACTED], SES Aviation Center of Excellence sent 14 June 2016, discussing the bulk fuel service contract and disposition of the fuel trucks.
- EE** Solicitation for the follow-on effort (W9124G-17-0003)
- FF** Solicitation for the follow-on effort (W9124G-17-0003)
- GG** Email exchanges from [REDACTED] to [REDACTED] sent between 26 January 2016 to 12 February 2016 where he initially considered reacquiring the vehicles but later decided that based on his understanding of the contract the vehicles belonged to the contractor.
- HH** Witness List (only in Unredacted version)



SECRETARY OF THE ARMY  
WASHINGTON

05 JUN 2018

MEMORANDUM FOR

UNDER SECRETARY OF THE ARMY  
ASSISTANT SECRETARY OF THE ARMY (ACQUISITION, LOGISTICS, AND  
TECHNOLOGY)  
ASSISTANT SECRETARY OF THE ARMY (CIVIL WORKS)  
ASSISTANT SECRETARY OF THE ARMY (MANPOWER AND RESERVE AFFAIRS)  
ASSISTANT SECRETARY OF THE ARMY (FINANCIAL MANAGEMENT &  
COMPTROLLER)  
ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS, ENERGY &  
ENVIRONMENT)

SUBJECT: Delegation of Authority Under Title 5, Sections 1213 (c) and (d)

1. Reference. Secretary of Defense, Subject: Delegation of Authority for Office of Special Counsel Referrals within Military Departments, May 28, 2018.
2. Pursuant to the reference, I delegate to the Assistant Secretaries of the Army (ASAs) the authorities conferred on me, as agency head, under Title 5, United States Code, section 1213. Specifically, the ASA with purview over the subject matter contained in allegations transmitted to the Department of the Army by the Special Counsel are authorized to initiate an investigation into those allegations, and to review, sign and submit the written report of the investigation, in accordance with Title 5, United States Code, sections 1213(c) and (d). In addition, the ASAs may respond to the Office of Special Counsel (OSC) on other related OSC matters under their purview, subject to coordination in each case with the Office of the General Counsel.
3. When the position of an ASA is vacant these authorities may be exercised by the Principal Deputy ASA or by the designated Senior Official performing the duties of the ASA. This authority may not be further delegated.
4. If the allegation involves an ASA, I delegate to the Under Secretary of the Army the authorities specified in paragraph 2, above.





SUBJECT: Delegation of Authority Under Title 5, Sections 1213 (c) and (d)

5. This delegation shall remain in effect for three years from the date of its execution, unless earlier rescinded in writing by me.

A handwritten signature in black ink, appearing to read "Mark T. Esper". The signature is stylized with a large, looped "M" and a cursive "Esper".

Mark T. Esper

CF:

Office of the Army General Counsel

Office of the Administrative Assistant to the Secretary of the Army



**U.S. OFFICE OF SPECIAL COUNSEL**

1730 M Street, N.W., Suite 300  
Washington, D.C. 20036-4505

The Special Counsel

November 16, 2017

The Honorable Ryan D. McCarthy  
Secretary  
Department of the Army  
1400 Defense Pentagon  
Washington, D.C. 20301-1400

Re: OSC File No. DI-17-3283  
Request for Investigation – 5 U.S.C. § 1213(c)

Dear Mr. Secretary:

Pursuant to my responsibilities as Special Counsel, I am referring to you for investigation a whistleblower disclosure alleging that employees at the U.S. Department of the Army (Army), U.S. Mission and Installation Command (MICC), Fort Rucker, Alabama, engaged in conduct that may constitute gross mismanagement and a gross waste of funds. A report of your investigation is due to the Office of Special Counsel on January 15, 2018.

U.S. Army Material Command (AMC) Contracting Representative (COR) [REDACTED], who consented to the release of his name, disclosed that MICC Director [REDACTED] failed to reacquire from a contractor vehicles purchased with agency funds. The allegations to be investigated are as follows:

- [REDACTED] failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc. (Primus), notwithstanding recommendations from AMC, U.S. Army Sustainment Command (ASC), and U.S. Army Contracting Command personnel to do so; and,
- Failure to reacquire these vehicles will result in a loss of approximately \$1.18 million for the agency.

[REDACTED] currently oversees a contract between the U.S. Army Training and Doctrine Command (TRADOC) and Primus.<sup>1</sup> He explained that when he arrived in May

<sup>1</sup> The scope of the Primus contract was for refuel and defuel services for Army aircraft. The agency entered into the original firm-fixed-price contract in 2011 with a one-year commitment and a four-year option. However, [REDACTED] explained Primus made several modifications that have significantly increased the total price of services. [REDACTED] also asserted that many modifications were made verbally and were not properly documented in writing.

TAB 1



The Special Counsel

The Honorable Ryan D. McCarthy  
November 16, 2017  
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2015, he reviewed the Primus contract and was concerned with potential improprieties. He discovered that the agency purchased six fuel trucks for approximately \$1.18 million in 2014. However, [REDACTED] learned that even though agency funds were used to purchase the vehicles, they were registered to Primus at the time of purchase.

[REDACTED] reported his concerns about the vehicle registrations to ASC G-4 in January 2016. In October 2016, two ASC G-4 investigators, [REDACTED] and [REDACTED], conducted a site visit to review the Primus contract. After examining the contract, [REDACTED] and [REDACTED] validated [REDACTED] concerns and issued recommendations for MICC Director [REDACTED] to reacquire the purchased fuel trucks.

Following the investigation, [REDACTED], Supply and Service Division Chief [REDACTED], Logistics Readiness Center Director [REDACTED], and Contracting Officer [REDACTED] spoke to [REDACTED] on several occasions in an effort to reacquire the purchased vehicles. However, according to [REDACTED] March 8, 2017 meeting with [REDACTED] on the reacquisition was the last time the matter was discussed. According to the information provided [REDACTED] definitively stated on numerous occasions that he would not seek reacquisition of the vehicles. [REDACTED] explained that the Primus contract will end on December 17, 2017, and if the vehicles are not reacquired by that date, Primus will own the fuel trucks that were purchased with agency funds. Based upon the information provided by [REDACTED] it appears that [REDACTED] decision to not reacquire the vehicles may constitute gross mismanagement and a gross waste of funds.

\*\*\*\*\*

The Office of Special Counsel (OSC) is authorized by law to receive disclosures of information from federal employees alleging violations of law, rule, or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health and safety. 5 U.S.C. § 1213(a) and (b). OSC does not have the authority to investigate a whistleblower's disclosure; rather, if I determine that there is a substantial likelihood that one of the aforementioned conditions exists, I am required to advise the appropriate agency head of my determination, and the agency head is required to conduct an investigation of the allegations and submit a written report. 5 U.S.C. § 1213(c) and (g).

Upon receipt, I review the agency report to determine whether it contains all of the information required by statute and that the findings of the head of the agency appear to be reasonable. 5 U.S.C. § 1213(e)(2). I will determine that the agency's investigative findings and conclusions appear reasonable if they are credible, consistent, and complete based upon the facts in the disclosure, the agency report, and the comments offered by the whistleblower under 5 U.S.C. § 1213(e)(1).

The Special Counsel

The Honorable Ryan D. McCarthy  
November 16, 2017  
Page 3 of 4

As previously stated, the report of your findings is due to this office no later than January 15, 2018. By law, this report should be reviewed and signed by you personally. Nevertheless, should you delegate your authority to review and sign the report to the Inspector General, or other agency officials, the delegation must be specifically stated and must include the authority to take the actions necessary under 5 U.S.C. § 1213(d)(5). The requirements of the report are set forth at 5 U.S.C. § 1213(c) and (d). A summary of section 1213(d) is enclosed.

As a matter of policy, OSC also requires that your investigators interview [REDACTED] at the beginning of the agency investigation when, as in this case, the whistleblower consents to the disclosure of his or her name. As the subject matter expert, [REDACTED] can provide additional information and an explanation of his allegations, thereby streamlining the agency investigation. Please note that where specific violations of law, rule, or regulation are identified, these references are not intended to be exclusive.

Further, in some cases, whistleblowers who have made disclosures to OSC that are referred for investigation pursuant to 5 U.S.C. § 1213 also allege retaliation for whistleblowing once the agency is on notice of their claims. I urge you to take all appropriate measures to ensure that those reporting wrongdoing are protected from such retaliation and from other prohibited personnel practices, including informing those charged with investigating [REDACTED] allegations that retaliation is unlawful and will not be tolerated.

If your investigative team has any questions regarding the mandate under 5 U.S.C. § 1213, OSC attorneys are available to discuss OSC's statutory process and expectations for credible, consistent, and complete reports, as well as for general assistance. Please contact [REDACTED], Chief, Disclosure Unit, at [REDACTED] to initiate this process.

As required by 5 U.S.C. § 1213(c)(3), I will send copies of the report, along with any comments on the report from the whistleblower and any comments or recommendations from OSC, to the President and the appropriate oversight committees in the Senate and House of Representatives. Unless the report is classified or prohibited from release by law or by Executive Order requiring that information be kept secret in the interest of national defense or the conduct of foreign affairs, I will place a copy of the report in a public file in accordance with 5 U.S.C. § 1219(a). To prevent public disclosure of personally identifiable information (PII), please ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, personal financial information, and patient names. OSC does not consider names and titles to be sensitive PII requiring redaction, and requests that agencies not redact such information in their report.

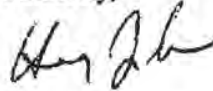


The Special Counsel

The Honorable Ryan D. McCarthy  
November 16, 2017  
Page 4 of 4

Please refer to our file number in any correspondence on this matter. If you need further information, please contact [REDACTED]. I am also available for any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry J. Kerner", written in a cursive style.

Henry J. Kerner

Enclosures

cc: The Honorable David E. Quantock, Inspector General

Enclosure

Requirements of 5 U.S.C. § 1213(d)

Any report required under subsection (c) shall be reviewed and signed by the head of the agency<sup>1</sup> and shall include:

- (1) a summary of the information with respect to which the investigation was initiated;
- (2) a description of the conduct of the investigation;
- (3) a summary of any evidence obtained from the investigation;
- (4) a listing of any violation or apparent violation of law, rule, or regulation; and
- (5) a description of any action taken or planned as a result of the investigation, such as:
  - (A) changes in agency rules, regulations or practices;
  - (B) the restoration of any aggrieved employee;
  - (C) disciplinary action against any employee; and
  - (D) referral to the Attorney General of any evidence of criminal violation.

In addition, we are interested in learning of any dollar savings, or projected savings, and any management initiatives that may result from this review.

To prevent public disclosure of personally identifiable information (PII), OSC requests that you ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, and personal financial information. With the exception of patient names, OSC does not consider names and titles to be sensitive PII requiring redaction. Agencies are requested not to redact such information in reports provided to OSC for inclusion in the public file.

<sup>1</sup> Should you decide to delegate authority to another official to review and sign the report, your delegation must be specifically stated.





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United States Code Service—Titles 1 through 54 TITLE 5. GOVERNMENT ORGANIZATION AND EMPLOYEES PART II. CIVIL SERVICE FUNCTIONS AND RESPONSIBILITIES CHAPTER 12. MERIT SYSTEMS PROTECTION BOARD, OFFICE OF SPECIAL COUNSEL, AND EMPLOYEE RIGHT OF ACTION SUBCHAPTER II. OFFICE OF SPECIAL COUNSEL

### § 1213. Provisions relating to disclosures of violations of law, gross mismanagement, and certain other matters

(a) This section applies with respect to--

(1) any disclosure of information by an employee, former employee, or applicant for employment which the employee, former employee or applicant reasonably believes evidences--

(A) a violation of any law, rule, or regulation; or

(B) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; and

(2) any disclosure by an employee, former employee, or applicant for employment to the Special Counsel or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures of information which the employee, former employee, or applicant reasonably believes evidences--

(A) a violation of any law, rule, or regulation; or

(B) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

(b) Whenever the Special Counsel receives information of a type described in subsection (a) of this section, the Special Counsel shall review such information and, within 15 days after receiving the information, determine whether there is a substantial likelihood that the information discloses a violation of any law, rule, or regulation, or gross mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health and safety.

(c) (1) Subject to paragraph (2), if the Special Counsel makes a positive determination under subsection (b) of this section, the Special Counsel shall promptly transmit the information with respect to which the determination was made to the appropriate agency head and require that the agency head--

(A) conduct an investigation with respect to the information and any related matters transmitted by the Special Counsel to the agency head; and

(B) submit a written report setting forth the findings of the agency head within 60 days after the date on which the information is transmitted to the agency head or within any longer period of time agreed to in writing by the Special Counsel.

(2) The Special Counsel may require an agency head to conduct an investigation and submit a written report under paragraph (1) only if the information was transmitted to the Special Counsel by--

(A) an employee, former employee, or applicant for employment in the agency which the information concerns; or

(B) an employee who obtained the information in connection with the performance of the employee's duties and responsibilities.

(d) Any report required under subsection (c) shall be reviewed and signed by the head of the agency and shall include--

(1) a summary of the information with respect to which the investigation was initiated;

(2) a description of the conduct of the investigation;

(3) a summary of any evidence obtained from the investigation;

(4) a listing of any violation or apparent violation of any law, rule, or regulation; and

(5) a description of any action taken or planned as a result of the investigation, such as--

Enclosure 2

- (A) changes in agency rules, regulations, or practices;
- (B) the restoration of any aggrieved employee;
- (C) disciplinary action against any employee; and
- (D) referral to the Attorney General of any evidence of a criminal violation.

## (e)

(1) Any such report shall be submitted to the Special Counsel, and the Special Counsel shall transmit a copy to the complainant, except as provided under subsection (f) of this section. The complainant may submit comments to the Special Counsel on the agency report within 15 days of having received a copy of the report.

(2) Upon receipt of any report of the head of an agency required under subsection (c) of this section, the Special Counsel shall review the report and determine whether--

- (A) the findings of the head of the agency appear reasonable; and
- (B) the report of the agency under subsection (c)(1) of this section contains the information required under subsection (d) of this section.

(3) The Special Counsel shall transmit any agency report received pursuant to subsection (c) of this section, any comments provided by the complainant pursuant to subsection (a)(1), and any appropriate comments or recommendations by the Special Counsel to the President and the congressional committees with jurisdiction over the agency which the disclosure involves.

(4) Whenever the Special Counsel does not receive the report of the agency within the time prescribed in subsection (c)(2) of this section, the Special Counsel shall transmit a copy of the information which was transmitted to the agency head to the President and the congressional committees with jurisdiction over the agency which the disclosure involves together with a statement noting the failure of the head of the agency to file the required report.

(f) In any case in which evidence of a criminal violation obtained by an agency in an investigation under subsection (c) of this section is referred to the Attorney General--

- (1) the report shall not be transmitted to the complainant; and
- (2) the agency shall notify the Office of Personnel Management and the Office of Management and Budget of the referral.

## (g)

(1) If the Special Counsel receives information of a type described in subsection (a) from an individual other than an individual described in subparagraph (A) or (B) of subsection (c)(2), the Special Counsel may transmit the information to the head of the agency which the information concerns. The head of such agency shall, within a reasonable time after the information is transmitted, inform the Special Counsel in writing of what action has been or is being taken and when such action shall be completed. The Special Counsel shall inform the individual of the report of the agency head.

(2) If the Special Counsel receives information of a type described in subsection (a) from an individual described in subparagraph (A) or (B) of subsection (c)(2), but does not make a positive determination under subsection (b), the Special Counsel may transmit the information to the head of the agency which the information concerns, except that the information may not be transmitted to the head of the agency without the consent of the individual. The head of such agency shall, within a reasonable time after the information is transmitted, inform the Special Counsel in writing of what action has been or is being taken and when such action will be completed. The Special Counsel shall inform the individual of the report of the agency head.

(3) If the Special Counsel does not transmit the information to the head of the agency under paragraph (2), the Special Counsel shall inform the individual of--

- (A) the reasons why the disclosure may not be further acted on under this chapter; and
- (B) other offices available for receiving disclosures, should the individual wish to pursue the matter further.

(h) The identity of any individual who makes a disclosure described in subsection (a) may not be disclosed by the Special Counsel without such individual's consent unless the Special Counsel determines that the disclosure of the individual's identity is necessary because of an imminent danger to public health or safety or imminent violation of any criminal law.

(i) Except as specifically authorized under this section, the provisions of this section shall not be considered to authorize disclosure of any information by any agency or any person which is--

- (1) specifically prohibited from disclosure by any other provision of law; or
- (2) specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs.

(j) With respect to any disclosure of information described in subsection (a) which involves foreign intelligence or counterintelligence information, if the disclosure is specifically prohibited by law or by Executive order, the Special Counsel shall transmit such information to the National Security Advisor, the Permanent Select Committee on Intelligence of the House of Representatives, and the Select Committee on Intelligence of the Senate.

## History

(Added April 10, 1989, P.L. 101-12, § 3(a)(13), 103 Stat. 21; Oct. 19, 1996, P.L. 104-316, Title I, § 103(a), 110 Stat. 3828; Nov. 27, 2002, P.L. 107-304, § 3, 116 Stat. 2364.)



**SUPPLEMENTAL INSTRUCTIONS FOR THE APPOINTING AUTHORITY AND  
THEIR PRIMARY LEGAL ADVISOR RELATED TO THE INVESTIGATION  
OF OSC-REFERRED ALLEGATIONS AND  
THE PREPARATION OF A DRAFT ARMY REPORT**

**1. Conducting Your Investigation and Preparing the Draft Army Narrative Report.**

a. OSC-referred allegations should be investigated under the provisions of Army Regulation (AR) 15-6, *Procedures for Investigating Officers and Boards of Officers*. Should you wish to elect a different investigative methodology, or if you believe the allegations reflect evidence of a crime, please contact [REDACTED] Office of the Army General Counsel (OGC), [REDACTED] or by email at [REDACTED] immediately. Given the nature of the OSC process, it is recommend that you establish your primary legal advisor as your primary point of contact with OGC.

b. Please coordinate with [REDACTED] prior to finalizing the memorandum of appointment for the designated investigating officer. **It is imperative that the appointment memorandum direct investigation of each of the allegations detailed in the OSC referral memorandum and any collateral documents submitted by OSC.** The appointment memorandum should identify a legal advisor for the investigating officer. If subject matter experts are required to provide technical assistance to the investigating officer, they also should be identified in the appointment memorandum.

c. As with any investigation conducted pursuant to AR 15-6, the investigating officer must gather all relevant facts, and based upon those facts, make appropriate findings and recommendations, set forth in and fully justified by, a completed and approved Report of Investigation (ROI).

(1) When interviewing witnesses, the investigating officer should capture testimony in a signed sworn statement whenever possible. If that is not possible, the investigating officer should prepare a detailed memorandum for record to be included in the ROI. **All follow up questions should be pursued.** If pre-planned, written questions that are likely to prompt a "yes" or "no" answer are provided to a witness, the investigating officer must ensure that the resulting testimony or statement is full and complete and that any collateral issues raised by the witness's answers are explored and addressed, as appropriate.

**(2) Please note that the whistleblower must be interviewed and afforded a meaningful opportunity to provide his or her oral testimony and to provide written documentation, if any, in support of his or her allegations.**

(3) Copies of all materials relevant to the investigation, as well as any documentary evidence collected, must be attached to the ROI as exhibits.



(4) If you approve findings and recommendations that logically require follow-on action, you should timely initiate and fully document those corrective, disciplinary, or other actions you may deem appropriate.

(5) Because the Army's final report to OSC and the underlying ROI will become public records, ensure that in conducting your investigation of the OSC-referred allegations you employ methods and processes consistent with a full and fair investigation and transparency of action.

d. If any additional allegation not specified in the OSC referral comes to your attention, either in your review of the OSC-referred materials, or in the context of your AR 15-6 investigation, you must investigate those allegations, take appropriate corrective, disciplinary, or other action, if any, and discuss them in both the AR 15-6 ROI and in the draft Army report you forward to OGC for submission to OSC. Please contact [REDACTED] as soon as any ancillary issue is identified for guidance on how to best to address the matter.

e. By statute, the Army has only sixty (60) days from receipt of the OSC referral to investigate the allegations referred and to submit the final report to OSC. As soon as it becomes apparent that you may require an extension of time to complete your investigation or to prepare the draft submission of the Army's final report to the OSC, please provide a written summary of the actions you have taken in the case to date, together with your justification for extension of the suspense to [REDACTED] who will petition the OSC for an extension. The grant of an extension from OSC is never guaranteed, so I strongly recommend that you begin your investigation immediately and employ the appropriate resources to ensure its timely completion.

f. [REDACTED] is available to consult with the investigating officer or legal advisor at any time during the conduct of the investigation. Weekly teleconferences between [REDACTED], the investigating officer, and the legal advisor are an effective way to ensure a timely, quality investigation. A draft of the AR 15-6 ROI should be submitted to [REDACTED] for review prior to your approval of the investigation report.

g. The potential use of your AR 15-6 report to support disciplinary actions against individuals based on documented misconduct, if any, should also be considered in the conduct of your AR 15-6 investigation and the preparation of the AR 15-6 ROI.

h. Be aware that the AR 15-6 ROI and the draft Army report to the OSC are **TWO SEPARATE AND DISTINCT REPORTS**. You are ultimately responsible for completing and submitting both reports. The AR 15-6 investigation must be conducted, completed, and documented in a ROI as set forth in AR 15-6. However, the Army report for submission to the OSC is written in a "narrative" fashion and is usually more comprehensive than an AR 15-6 ROI because the Army report must include all of the information set forth at Title 5, United States Code § 1213(d). An example of a satisfactory Army report will be forwarded to your primary legal office for its use. The



complete AR 15-6 ROI must be attached as an exhibit to your draft Army narrative report. Other exhibits not a part of the AR 15-6 ROI may be attached to your draft Army narrative report, as appropriate.

i. The final Army report submitted to OSC will be a public record and only classified information or other information, the release of which is prohibited from release by law or Executive Order, will be redacted. OSC will submit the final Army report and the underlying ROI (or any portions thereof submitted by the Army to the OSC) to the whistleblower for review and comment. The Army report, the ROI, the whistleblower's comments, and OSC's final analysis of the Army's response will be forwarded to the President of the United States and to the Senate and House Armed Services Committees. In addition, the Army report will be made available for public review and inspection on the OSC web-site and in its reading room. Therefore, in conducting your investigation of the OSC-referred allegations and in crafting your ROI and the Army report, please minimize, to the extent possible under law and regulation, restrictions or limitations on the use or disclosure of the information you include or rely upon.

## **2. Forwarding the Completed Draft Narrative Report to OGC.**

a. The Office of the Army General Counsel (OGC) is responsible for conducting a thorough review of each draft report submitted in response to an OSC referral and for ensuring that the draft meets the high standards mandated for submission to, and approval by OSC, the President, and the Congress. Once you complete your draft report and forward it to OGC (Attention: [REDACTED]), that office will require time to review, staff, finalize, and secure the ASA (M&RA)'s approval and signature on the Army report prior to forwarding the report to OSC. Consequently, your draft, with all enclosures and exhibits, must be received by OGC as soon as possible, but not later than thirty (30) days from the date on which the final Army report is due to OSC.

b. **Forward two hard copies of the complete draft Army narrative report, to include all exhibits and attachments, and any back-up and supporting documents, to [REDACTED].** Your completed AR 15-6 ROI must be attached as an exhibit to your draft Army report. Because both your AR 15-6 ROI and the draft Army report will be further reproduced by OGC, please ensure that any text or page/tab reference is affixed or placed so that it will not be "cut off" in the copying process.

c. In addition to the mailing mentioned above, provide [REDACTED] with an **electronic copy** of your draft Army report in a word document via email at [REDACTED]. This electronic copy of the draft Army report should also include an electronic word document version of (1) witness statements; (2) list of witnesses to include their name, title, grade and series, and organizational affiliation; and (3) as well as the table of contents or index to the tabs/attachments accompanying the draft OSC report. This table of contents or index should identify the type of

document listed (e.g., email, memorandum, photograph, etc), and the author, subject, and date of each document. Forwarding an electronic word version of your draft Army report and supporting documents will facilitate OGC's review of your draft and ultimately the approval of the final Army report by the ASA(M&RA), to whom the Secretary of the Army has delegated the authority to approve and submit the final Army report on behalf of the Army to OSC.

d. The draft Army report you submit must be patterned after the sample that [REDACTED] provides to your primary legal advisor in format, approach, content, and level of detail. Only [REDACTED] may authorize deviation from the sample. If you follow this sample in compiling your draft Army narrative report for forwarding to OGC, you can be guaranteed that your draft will comply with Title 5, United States Code, § 1213(d).

e. After the final Army is approved by OSC, [REDACTED] will again contact you to secure your assistance in redacting the report, as appropriate, for publication on the OSC web-site and in its public reading room. Generally, only classified information, information protected by specific statutes, and the names of certain witnesses may be redacted from the report to be compliant with the Privacy Act. Your attention to ensuring that the report is properly redacted in a timely fashion will both minimize the litigation risk to the Army and ensure that the Army is perceived by the OSC as responsive and transparent in its actions. **NOTE THAT THE UNREDACTED and REDACTED REPORTS MUST NOT INCLUDE ANY SENSITIVE OR PERSONALLY IDENTIFYING INFORMATION.**

f. Finally, if at any time you encounter any difficulty with your investigation, the preparation of your ROI, or the preparation of the draft Army report, please contact [REDACTED] immediately to ensure that she is advised of the issue and to seek OGC assistance in its resolution.





**DEPARTMENT OF THE ARMY**  
**OFFICE OF THE GENERAL COUNSEL**  
**104 ARMY PENTAGON**  
**WASHINGTON DC 20310-0104**

S: 29 December 2017

SAGC-OP

6 December 2017

MEMORANDUM FOR Commanding General, U.S. Army Materiel Command, 4400 Martin Road, Redstone Arsenal, Alabama 35898-5000

SUBJECT: Whistleblower Investigation— Alleged Gross Mismanagement and Gross Waste of Funds by Failure to Reacquire Six Fuel Trucks at U.S. Mission and Installation Command (MICC), Fort Rucker, Alabama - (Office of Special Counsel File Number DI-17-3283)

1. This memorandum is being transmitted to you on behalf of the Secretary of the Army who has directed that I forward the following matter for your action and provide my assistance to you.
2. Enclosed is a letter from the Office of Special Counsel (OSC), referring a whistleblower complaint related to matters in a command or organization under your authority, direction, or control (Enclosure 1).
3. The OSC is designated by law to receive whistleblower complaints from Department of the Army employees (Enclosure 2). When the OSC determines that there exists a substantial likelihood that an Army whistleblower complaint discloses a violation of any law, rule, or regulation; gross mismanagement or waste of funds; an abuse of authority; or a substantial and specific danger to public health and safety, the allegations are referred to the Secretary for investigation. The Secretary is then required to investigate and submit a written report of my findings within 60 days.
4. You must initiate an investigation into the allegations referred to the Secretary by OSC. Upon completion of your investigation, ensure that you initiate appropriate corrective action as warranted. In addition, prepare a draft Army report setting forth all of the information required by Title 5, United States Code, §1213(d).
5. The Secretary has delegated to the Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA (M&RA)) the authority to review, approve, and submit the final Army report to OSC. Upon receipt of the report, OSC will refer it to the whistleblower for comment. The Army report, the whistleblower's comments, and OSC's analysis will be forwarded to the President of the United States and to the Senate and House Armed Services Committees.
6. In addition, the Army report will be made available for public review and inspection on the OSC web-site and in its reading room. Because your investigation and report will directly impact perceptions of the Army as an institution, it is imperative that you investigate these allegations and prepare your draft report in a manner that facilitates a clear understanding of the allegations and Army's response.



SAGC-OP

SUBJECT: Whistleblower Investigation— Alleged Gross Mismanagement and Gross Waste of Funds by Failure to Reacquire Six Fuel Trucks at U.S. Mission and Installation Command (MICC), Fort Rucker, Alabama - (Office of Special Counsel File Number DI-17-3283)

7. You must conduct a full and fair investigation and draft and submit the detailed report that OSC requires within the time allowed. A complete set of guidelines and instructions approved by the Secretary are at Enclosure 3.

8. The Office of the Army General Counsel (OGC) is the Secretary's point of contact for this matter. Accordingly, please contact me immediately at [REDACTED] or by email at [REDACTED] to discuss the way forward in this important effort.

Encls

[REDACTED]  
Associate Deputy General Counsel  
(Human Resources)

CF:

Inspector General of the Department of Defense  
Department of the Army Inspector General  
Office of The Judge Advocate General, Labor and Employment Law Division  
[REDACTED]  
Executive Communications and Control [REDACTED]





U.S. OFFICE OF SPECIAL COUNSEL  
1730 M Street, N.W., Suite 300  
Washington, D.C. 20036-4505

The Special Counsel

November 16, 2017

The Honorable Ryan D. McCarthy  
Secretary  
Department of the Army  
1400 Defense Pentagon  
Washington, D.C. 20301-1400

Re: OSC File No. DI-17-3283  
Request for Investigation – 5 U.S.C. § 1213(c)

Dear Mr. Secretary:

Pursuant to my responsibilities as Special Counsel, I am referring to you for investigation a whistleblower disclosure alleging that employees at the U.S. Department of the Army (Army), U.S. Mission and Installation Command (MICC), Fort Rucker, Alabama, engaged in conduct that may constitute gross mismanagement and a gross waste of funds. A report of your investigation is due to the Office of Special Counsel on January 15, 2018.

U.S. Army Material Command (AMC) Contracting Representative (COR) [REDACTED], who consented to the release of his name, disclosed that MICC Director [REDACTED] failed to reacquire from a contractor vehicles purchased with agency funds. The allegations to be investigated are as follows:

- [REDACTED] failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc. (Primus), notwithstanding recommendations from AMC, U.S. Army Sustainment Command (ASC), and U.S. Army Contracting Command personnel to do so; and,
- Failure to reacquire these vehicles will result in a loss of approximately \$1.18 million for the agency.

[REDACTED] currently oversees a contract between the U.S. Army Training and Doctrine Command (TRADOC) and Primus.<sup>1</sup> He explained that when he arrived in May

<sup>1</sup> The scope of the Primus contract was for refuel and defuel services for Army aircraft. The agency entered into the original firm-fixed-price contract in 2011 with a one-year commitment and a four-year option. However, [REDACTED] explained Primus made several modifications that have significantly increased the total price of services. [REDACTED] also asserted that many modifications were made verbally and were not properly documented in writing.

*Enclosure 1*

The Special Counsel

The Honorable Ryan D. McCarthy

November 16, 2017

Page 2 of 4

2015, he reviewed the Primus contract and was concerned with potential improprieties. He discovered that the agency purchased six fuel trucks for approximately \$1.18 million in 2014. However, [REDACTED] learned that even though agency funds were used to purchase the vehicles, they were registered to Primus at the time of purchase.

[REDACTED] reported his concerns about the vehicle registrations to ASC G-4 in January 2016. In October 2016, two ASC G-4 investigators, [REDACTED] and [REDACTED], conducted a site visit to review the Primus contract. After examining the contract, [REDACTED] and [REDACTED] validated [REDACTED] concerns and issued recommendations for MICC Director [REDACTED] to reacquire the purchased fuel trucks.

Following the investigation, [REDACTED], Supply and Service Division Chief [REDACTED], Logistics Readiness Center Director [REDACTED], and Contracting Officer [REDACTED] spoke to [REDACTED] on several occasions in an effort to reacquire the purchased vehicles. However, according to [REDACTED] March 8, 2017 meeting with [REDACTED] on the reacquisition was the last time the matter was discussed. According to the information provided [REDACTED] definitively stated on numerous occasions that he would not seek reacquisition of the vehicles. [REDACTED] explained that the Primus contract will end on December 17, 2017, and if the vehicles are not reacquired by that date, Primus will own the fuel trucks that were purchased with agency funds. Based upon the information provided by [REDACTED] it appears that [REDACTED] decision to not reacquire the vehicles may constitute gross mismanagement and a gross waste of funds.

\*\*\*\*\*

The Office of Special Counsel (OSC) is authorized by law to receive disclosures of information from federal employees alleging violations of law, rule, or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health and safety. 5 U.S.C. § 1213(a) and (b). OSC does not have the authority to investigate a whistleblower's disclosure; rather, if I determine that there is a substantial likelihood that one of the aforementioned conditions exists, I am required to advise the appropriate agency head of my determination, and the agency head is required to conduct an investigation of the allegations and submit a written report. 5 U.S.C. § 1213(c) and (g).

Upon receipt, I review the agency report to determine whether it contains all of the information required by statute and that the findings of the head of the agency appear to be reasonable. 5 U.S.C. § 1213(e)(2). I will determine that the agency's investigative findings and conclusions appear reasonable if they are credible, consistent, and complete based upon the facts in the disclosure, the agency report, and the comments offered by the whistleblower under 5 U.S.C. § 1213(e)(1).



The Special Counsel

The Honorable Ryan D. McCarthy  
November 16, 2017  
Page 3 of 4

As previously stated, the report of your findings is due to this office no later than January 15, 2018. By law, this report should be reviewed and signed by you personally. Nevertheless, should you delegate your authority to review and sign the report to the Inspector General, or other agency officials, the delegation must be specifically stated and must include the authority to take the actions necessary under 5 U.S.C. § 1213(d)(5). The requirements of the report are set forth at 5 U.S.C. § 1213(c) and (d). A summary of section 1213(d) is enclosed.

As a matter of policy, OSC also requires that your investigators interview [REDACTED] at the beginning of the agency investigation when, as in this case, the whistleblower consents to the disclosure of his or her name. As the subject matter expert, [REDACTED] can provide additional information and an explanation of his allegations, thereby streamlining the agency investigation. Please note that where specific violations of law, rule, or regulation are identified, these references are not intended to be exclusive.

Further, in some cases, whistleblowers who have made disclosures to OSC that are referred for investigation pursuant to 5 U.S.C. § 1213 also allege retaliation for whistleblowing once the agency is on notice of their claims. I urge you to take all appropriate measures to ensure that those reporting wrongdoing are protected from such retaliation and from other prohibited personnel practices, including informing those charged with investigating [REDACTED] allegations that retaliation is unlawful and will not be tolerated.

If your investigative team has any questions regarding the mandate under 5 U.S.C. § 1213, OSC attorneys are available to discuss OSC's statutory process and expectations for credible, consistent, and complete reports, as well as for general assistance. Please contact [REDACTED], Chief, Disclosure Unit, at [REDACTED] to initiate this process.

As required by 5 U.S.C. § 1213(e)(3), I will send copies of the report, along with any comments on the report from the whistleblower and any comments or recommendations from OSC, to the President and the appropriate oversight committees in the Senate and House of Representatives. Unless the report is classified or prohibited from release by law or by Executive Order requiring that information be kept secret in the interest of national defense or the conduct of foreign affairs, I will place a copy of the report in a public file in accordance with 5 U.S.C. § 1219(a). To prevent public disclosure of personally identifiable information (PII), please ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, personal financial information, and patient names. OSC does not consider names and titles to be sensitive PII requiring redaction, and requests that agencies not redact such information in their report.

The Special Counsel

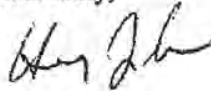
The Honorable Ryan D. McCarthy

November 16, 2017

Page 4 of 4

Please refer to our file number in any correspondence on this matter. If you need further information, please contact [REDACTED]. I am also available for any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Henry J. Kerner".

Henry J. Kerner

Enclosures

cc: The Honorable David E. Quantock, Inspector General



Enclosure

Requirements of 5 U.S.C. § 1213(d)

Any report required under subsection (c) shall be reviewed and signed by the head of the agency<sup>1</sup> and shall include:

- (1) a summary of the information with respect to which the investigation was initiated;
- (2) a description of the conduct of the investigation;
- (3) a summary of any evidence obtained from the investigation;
- (4) a listing of any violation or apparent violation of law, rule, or regulation; and
- (5) a description of any action taken or planned as a result of the investigation, such as:
  - (A) changes in agency rules, regulations or practices;
  - (B) the restoration of any aggrieved employee;
  - (C) disciplinary action against any employee; and
  - (D) referral to the Attorney General of any evidence of criminal violation.

In addition, we are interested in learning of any dollar savings, or projected savings, and any management initiatives that may result from this review.

To prevent public disclosure of personally identifiable information (PII), OSC requests that you ensure that the report does not contain any sensitive PII, such as Social Security numbers, home addresses and phone numbers, personal e-mail addresses, dates and places of birth, and personal financial information. With the exception of patient names, OSC does not consider names and titles to be sensitive PII requiring redaction. Agencies are requested not to redact such information in reports provided to OSC for inclusion in the public file.

<sup>1</sup> Should you decide to delegate authority to another official to review and sign the report, your delegation must be specifically stated.



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United States Code Service—Titles 1 through 54 **TITLE 5. GOVERNMENT ORGANIZATION AND EMPLOYEES** **PART II. CIVIL SERVICE FUNCTIONS AND RESPONSIBILITIES** **CHAPTER 12. MERIT SYSTEMS PROTECTION BOARD, OFFICE OF SPECIAL COUNSEL, AND EMPLOYEE RIGHT OF ACTION** **SUBCHAPTER II. OFFICE OF SPECIAL COUNSEL**

### § 1213. Provisions relating to disclosures of violations of law, gross mismanagement, and certain other matters

(a) This section applies with respect to--

(1) any disclosure of information by an employee, former employee, or applicant for employment which the employee, former employee or applicant reasonably believes evidences--

(A) a violation of any law, rule, or regulation; or

(B) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety;

If such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; and

(2) any disclosure by an employee, former employee, or applicant for employment to the Special Counsel or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures of information which the employee, former employee, or applicant reasonably believes evidences--

(A) a violation of any law, rule, or regulation; or

(B) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

(b) Whenever the Special Counsel receives information of a type described in subsection (a) of this section, the Special Counsel shall review such information and, within 15 days after receiving the information, determine whether there is a substantial likelihood that the information discloses a violation of any law, rule, or regulation, or gross mismanagement, gross waste of funds, abuse of authority, or substantial and specific danger to public health and safety.

(c) (1) Subject to paragraph (2), if the Special Counsel makes a positive determination under subsection (b) of this section, the Special Counsel shall promptly transmit the information with respect to which the determination was made to the appropriate agency head and require that the agency head--

(A) conduct an investigation with respect to the information and any related matters transmitted by the Special Counsel to the agency head; and

(B) submit a written report setting forth the findings of the agency head within 60 days after the date on which the information is transmitted to the agency head or within any longer period of time agreed to in writing by the Special Counsel.

(2) The Special Counsel may require an agency head to conduct an investigation and submit a written report under paragraph (1) only if the information was transmitted to the Special Counsel by--

(A) an employee, former employee, or applicant for employment in the agency which the information concerns; or

(B) an employee who obtained the information in connection with the performance of the employee's duties and responsibilities.

(d) Any report required under subsection (c) shall be reviewed and signed by the head of the agency and shall include--

(1) a summary of the information with respect to which the investigation was initiated;

(2) a description of the conduct of the investigation;

(3) a summary of any evidence obtained from the investigation;

(4) a listing of any violation or apparent violation of any law, rule, or regulation; and

(5) a description of any action taken or planned as a result of the investigation, such as--

Enclosure 2



- (A) changes in agency rules, regulations, or practices;
  - (B) the restoration of any aggrieved employee;
  - (C) disciplinary action against any employee; and
  - (D) referral to the Attorney General of any evidence of a criminal violation.
- (e)
- (1) Any such report shall be submitted to the Special Counsel, and the Special Counsel shall transmit a copy to the complainant, except as provided under subsection (f) of this section. The complainant may submit comments to the Special Counsel on the agency report within 15 days of having received a copy of the report.
  - (2) Upon receipt of any report of the head of an agency required under subsection (c) of this section, the Special Counsel shall review the report and determine whether--
    - (A) the findings of the head of the agency appear reasonable; and
    - (B) the report of the agency under subsection (c)(1) of this section contains the information required under subsection (d) of this section.
  - (3) The Special Counsel shall transmit any agency report received pursuant to subsection (c) of this section, any comments provided by the complainant pursuant to subsection (e)(1), and any appropriate comments or recommendations by the Special Counsel to the President and the congressional committees with jurisdiction over the agency which the disclosure involves.
  - (4) Whenever the Special Counsel does not receive the report of the agency within the time prescribed in subsection (c)(2) of this section, the Special Counsel shall transmit a copy of the information which was transmitted to the agency head to the President and the congressional committees with jurisdiction over the agency which the disclosure involves together with a statement noting the failure of the head of the agency to file the required report.
- (f) In any case in which evidence of a criminal violation obtained by an agency in an investigation under subsection (c) of this section is referred to the Attorney General--
- (1) the report shall not be transmitted to the complainant; and
  - (2) the agency shall notify the Office of Personnel Management and the Office of Management and Budget of the referral.
- (g)
- (1) If the Special Counsel receives information of a type described in subsection (a) from an individual other than an individual described in subparagraph (A) or (B) of subsection (c)(2), the Special Counsel may transmit the information to the head of the agency which the information concerns. The head of such agency shall, within a reasonable time after the information is transmitted, inform the Special Counsel in writing of what action has been or is being taken and when such action shall be completed. The Special Counsel shall inform the individual of the report of the agency head.
  - (2) If the Special Counsel receives information of a type described in subsection (a) from an individual described in subparagraph (A) or (B) of subsection (c)(2), but does not make a positive determination under subsection (b), the Special Counsel may transmit the information to the head of the agency which the information concerns, except that the information may not be transmitted to the head of the agency without the consent of the individual. The head of such agency shall, within a reasonable time after the information is transmitted, inform the Special Counsel in writing of what action has been or is being taken and when such action will be completed. The Special Counsel shall inform the individual of the report of the agency head.
  - (3) If the Special Counsel does not transmit the information to the head of the agency under paragraph (2), the Special Counsel shall inform the individual of--
    - (A) the reasons why the disclosure may not be further acted on under this chapter; and
    - (B) other offices available for receiving disclosures, should the individual wish to pursue the matter further.
  - (h) The identity of any individual who makes a disclosure described in subsection (a) may not be disclosed by the Special Counsel without such individual's consent unless the Special Counsel determines that the disclosure of the individual's identity is necessary because of an imminent danger to public health or safety or imminent violation of any criminal law.
  - (i) Except as specifically authorized under this section, the provisions of this section shall not be considered to authorize disclosure of any information by any agency or any person which is--
    - (1) specifically prohibited from disclosure by any other provision of law; or
    - (2) specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs.
  - (j) With respect to any disclosure of information described in subsection (a) which involves foreign intelligence or counterintelligence information, if the disclosure is specifically prohibited by law or by Executive order, the Special Counsel shall transmit such information to the National Security Advisor, the Permanent Select Committee on Intelligence of the House of Representatives, and the Select Committee on Intelligence of the Senate.

#### History

(Added April 10, 1989, P.L. 101-12, § 3(a)(13), 103 Stat. 21; Oct. 19, 1996, P.L. 104-316, Title I, § 103(a), 110 Stat. 2828; Nov. 27, 2002, P.L. 107-304, § 3, 116 Stat. 2364.)

**SUPPLEMENTAL INSTRUCTIONS FOR THE APPOINTING AUTHORITY AND  
THEIR PRIMARY LEGAL ADVISOR RELATED TO THE INVESTIGATION  
OF OSC-REFERRED ALLEGATIONS AND  
THE PREPARATION OF A DRAFT ARMY REPORT**

**1. Conducting Your Investigation and Preparing the Draft Army Narrative Report.**

a. OSC-referred allegations should be investigated under the provisions of Army Regulation (AR) 15-6, *Procedures for Investigating Officers and Boards of Officers*. Should you wish to elect a different investigative methodology, or if you believe the allegations reflect evidence of a crime, please contact [REDACTED] Office of the Army General Counsel (OGC), [REDACTED] or by email at [REDACTED] immediately. Given the nature of the OSC process, it is recommend that you establish your primary legal advisor as your primary point of contact with OGC.

b. Please coordinate with [REDACTED] prior to finalizing the memorandum of appointment for the designated investigating officer. **It is imperative that the appointment memorandum direct investigation of each of the allegations detailed in the OSC referral memorandum and any collateral documents submitted by OSC.** The appointment memorandum should identify a legal advisor for the investigating officer. If subject matter experts are required to provide technical assistance to the investigating officer, they also should be identified in the appointment memorandum.

c. As with any investigation conducted pursuant to AR 15-6, the investigating officer must gather all relevant facts, and based upon those facts, make appropriate findings and recommendations, set forth in and fully justified by, a completed and approved Report of Investigation (ROI).

(1) When interviewing witnesses, the investigating officer should capture testimony in a signed sworn statement whenever possible. If that is not possible, the investigating officer should prepare a detailed memorandum for record to be included in the ROI. **All follow up questions should be pursued.** If pre-planned, written questions that are likely to prompt a "yes" or "no" answer are provided to a witness, the investigating officer must ensure that the resulting testimony or statement is full and complete and that any collateral issued raised by the witness's answers are explored and addressed, as appropriate.

**(2) Please note that the whistleblower must be interviewed and afforded a meaningful opportunity to provide his or her oral testimony and to provide written documentation, if any, in support of his or her allegations.**

(3) Copies of all materials relevant to the investigation, as well as any documentary evidence collected, must be attached to the ROI as exhibits.



(4) If you approve findings and recommendations that logically require follow-on action, you should timely initiate and fully document those corrective, disciplinary, or other actions you may deem appropriate.

(5) Because the Army's final report to OSC and the underlying ROI will become public records, ensure that in conducting your investigation of the OSC-referred allegations you employ methods and processes consistent with a full and fair investigation and transparency of action.

d. If any additional allegation not specified in the OSC referral comes to your attention, either in your review of the OSC-referred materials, or in the context of your AR 15-6 investigation, you must investigate those allegations, take appropriate corrective, disciplinary, or other action, if any, and discuss them in both the AR 15-6 ROI and in the draft Army report you forward to OGC for submission to OSC. Please contact [REDACTED] as soon as any ancillary issue is identified for guidance on how to best to address the matter.

e. By statute, the Army has only sixty (60) days from receipt of the OSC referral to investigate the allegations referred and to submit the final report to OSC. As soon as it becomes apparent that you may require an extension of time to complete your investigation or to prepare the draft submission of the Army's final report to the OSC, please provide a written summary of the actions you have taken in the case to date, together with your justification for extension of the suspense to [REDACTED] who will petition the OSC for an extension. The grant of an extension from OSC is never guaranteed, so I strongly recommend that you begin your investigation immediately and employ the appropriate resources to ensure its timely completion.

f. [REDACTED] is available to consult with the investigating officer or legal advisor at any time during the conduct of the investigation. Weekly teleconferences between [REDACTED], the investigating officer, and the legal advisor are an effective way to ensure a timely, quality investigation. A draft of the AR 15-6 ROI should be submitted to [REDACTED] for review prior to your approval of the investigation report.

g. The potential use of your AR 15-6 report to support disciplinary actions against individuals based on documented misconduct, if any, should also be considered in the conduct of your AR 15-6 investigation and the preparation of the AR 15-6 ROI.

h. Be aware that the AR 15-6 ROI and the draft Army report to the OSC are **TWO SEPARATE AND DISTINCT REPORTS**. You are ultimately responsible for completing and submitting both reports. The AR 15-6 investigation must be conducted, completed, and documented in a ROI as set forth in AR 15-6. However, the Army report for submission to the OSC is written in a "narrative" fashion and is usually more comprehensive than an AR 15-6 ROI because the Army report must include all of the information set forth at Title 5, United States Code § 1213(d). An example of a satisfactory Army report will be forwarded to your primary legal office for its use. The

complete AR 15-6 ROI must be attached as an exhibit to your draft Army narrative report. Other exhibits not a part of the AR 15-6 ROI may be attached to your draft Army narrative report, as appropriate.

i. The final Army report submitted to OSC will be a public record and only classified information or other information, the release of which is prohibited from release by law or Executive Order, will be redacted. OSC will submit the final Army report and the underlying ROI (or any portions thereof submitted by the Army to the OSC) to the whistleblower for review and comment. The Army report, the ROI, the whistleblower's comments, and OSC's final analysis of the Army's response will be forwarded to the President of the United States and to the Senate and House Armed Services Committees. In addition, the Army report will be made available for public review and inspection on the OSC web-site and in its reading room. Therefore, in conducting your investigation of the OSC-referred allegations and in crafting your ROI and the Army report, please minimize, to the extent possible under law and regulation, restrictions or limitations on the use or disclosure of the information you include or rely upon.

## **2. Forwarding the Completed Draft Narrative Report to OGC.**

a. The Office of the Army General Counsel (OGC) is responsible for conducting a thorough review of each draft report submitted in response to an OSC referral and for ensuring that the draft meets the high standards mandated for submission to, and approval by OSC, the President, and the Congress. Once you complete your draft report and forward it to OGC (Attention: [REDACTED]), that office will require time to review, staff, finalize, and secure the ASA (M&RA)'s approval and signature on the Army report prior to forwarding the report to OSC. Consequently, your draft, with all enclosures and exhibits, must be received by OGC as soon as possible, but not later than thirty (30) days from the date on which the final Army report is due to OSC.

b. **Forward two hard copies of the complete draft Army narrative report, to include all exhibits and attachments**, and any back-up and supporting documents, to [REDACTED]. Your completed AR 15-6 ROI must be attached as an exhibit to your draft Army report. Because both your AR 15-6 ROI and the draft Army report will be further reproduced by OGC, please ensure that any text or page/tab reference is affixed or placed so that it will not be "cut off" in the copying process.

c. In addition to the mailing mentioned above, provide [REDACTED] with an **electronic copy** of your draft Army report in a word document via email at [REDACTED]. This electronic copy of the draft Army report should also include an electronic word document version of (1) witness statements; (2) list of witnesses to include their name, title, grade and series, and organizational affiliation; and (3) as well as the table of contents or index to the tabs/attachments accompanying the draft OSC report. This table of contents or index should identify the type of



document listed (e.g., email, memorandum, photograph, etc), and the author, subject, and date of each document. Forwarding an electronic word version of your draft Army report and supporting documents will facilitate OGC's review of your draft and ultimately the approval of the final Army report by the ASA(M&RA), to whom the Secretary of the Army has delegated the authority to approve and submit the final Army report on behalf of the Army to OSC.

d. The draft Army report you submit must be patterned after the sample that [REDACTED] provides to your primary legal advisor in format, approach, content, and level of detail. Only [REDACTED] may authorize deviation from the sample. If you follow this sample in compiling your draft Army narrative report for forwarding to OGC, you can be guaranteed that your draft will comply with Title 5, United States Code, § 1213(d).

e. After the final Army is approved by OSC, [REDACTED] will again contact you to secure your assistance in redacting the report, as appropriate, for publication on the OSC web-site and in its public reading room. Generally, only classified information, information protected by specific statutes, and the names of certain witnesses may be redacted from the report to be compliant with the Privacy Act. Your attention to ensuring that the report is properly redacted in a timely fashion will both minimize the litigation risk to the Army and ensure that the Army is perceived by the OSC as responsive and transparent in its actions. **NOTE THAT THE UNREDACTED and REDACTED REPORTS MUST NOT INCLUDE ANY SENSITIVE OR PERSONALLY IDENTIFYING INFORMATION.**

f. Finally, if at any time you encounter any difficulty with your investigation, the preparation of your ROI, or the preparation of the draft Army report, please contact [REDACTED] immediately to ensure that she is advised of the issue and to seek OGC assistance in its resolution.

CCMI-CG

SUBJECT: Appointment as AR 15-6 Investigating Officer – Status of Fuel Trucks under Contract No. W91247-12-C-0023, Class III Refueling and Defueling Services

terms and conditions in the contract and reflected prudent business decisions. Further details about the allegation are contained within the U.S. Office of Special Counsel referral. (Enclosure). Such review should include a thorough analysis of whether the circumstances alleged are accurate and merit correction.

b. During your investigation you will, at a minimum, ascertain the following:

(1) The circumstances that necessitated the acquisition of the six fuel trucks, the circumstances surrounding that transaction, any related changes to the contract, the terms and conditions that governed that transaction and the source of funding for that transaction.

(2) Whether ownership of the fuel trucks should rest with the Government or contractor. If the Government should own those vehicles, determine if [REDACTED] took the appropriate steps, personally or through a subordinate, to ensure the Government's interest were properly protected. If the Government should own those vehicles, determine if the Government will suffer a financial loss if it fails to reacquire them and, if so, how much.

(3) Did Army Materiel Command, Army Sustainment Command and/or Army Contracting Command provide guidance to [REDACTED] regarding the reacquisition of these vehicles? If so, acquire any written guidance or investigations produced by those commands that was provided to Mr. Black or other MICC Rucker personnel.

(4) Whether any further investigation is required on this allegation or any other collateral matter.

(5) Upon completing your investigation, make appropriate findings and recommendations, including for corrective and/or disciplinary actions, and report them to me.

#### **4. Conduct of the Investigation.**

a. You are to conduct this investigation using the procedures outlined in Chapter 5, and the general guidance provided in Chapter 3, AR 15-6.

b. In your investigation you are not limited to the issues and questions listed above. You will investigate any relevant and related matters that you may discover that fall under the areas for investigation described above. If you are in doubt about the relevance of a matter, you will consult your legal advisor, [REDACTED] Office of Counsel, Headquarters, MICC, who can be contacted at [REDACTED] or [REDACTED]. You will consult with your legal advisor prior to beginning your investigation. Before beginning your investigation, you will receive a legal briefing for further guidance and additional information about how you should proceed from your legal advisor.

c. If you obtain or are provided evidence from other investigative reports, you may consider the exhibits collected by the investigator(s), but you may not consider another investigator's conclusions as evidence.

d. You should contact witnesses you consider relevant during the course of your investigation. As you develop new facts, you should interview any individuals that you deem necessary to complete a thorough investigation. Obtain sworn statements from all witnesses whom you determine may have information relevant to this investigation. Document all



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SUBJECT: Appointment as AR 15-6 Investigating Officer – Status of Fuel Trucks under Contract No. W91247-12-C-0023, Class III Refueling and Defueling Services

statements in writing, preferably on a DA Form 2823 (Sworn Statement), and have witnesses verify their statements when final. You should conduct separate interviews for each witness and conduct the interviews in person if practical. In addition, you must provide all persons interviewed with a Privacy Act statement before you solicit any information.

e. You will interview the following personnel identified by OSC staff in conjunction with the referral to the Secretary of the Army:

- (1) [REDACTED] Contracting Officer Representative
- (2) [REDACTED] ASC G-4 Investigator
- (3) [REDACTED] ASC G-4 Investigator
- (4) [REDACTED] MICC Ft. Rucker Supply & Service Division Chief
- (5) [REDACTED] LRC Director
- (6) [REDACTED] Contracting Officer
- (7) [REDACTED] MICC-Ft. Rucker Director

f. To the extent possible, witness statements will be written, sworn and recorded on a DA Form 2823 (*Sworn Statement*). If it is impracticable to obtain a written and/or sworn statement from a particular witness, you will attest to the accuracy of any transcription or summary of such witness testimony in whatever form it appears within your report of investigation. Provide a Privacy Act statement to a witness if you do not use a DA Form 2823 to record a witness' statement, and your report will be filed in a system of records from which it can be retrieved by reference to the name or other personal identifier of that witness. No U.S. military or civilian witness can be ordered to provide information that may incriminate him or herself. If, during the investigation, you suspect a person may have engaged in criminal conduct, you will consult with your legal advisor and inform me. Under no circumstances should you attempt to elicit any information from a suspect without first advising that person of his/her rights under Article 31, UCMJ, or the Fifth Amendment of the U.S. Constitution, as appropriate. Document your rights advisement and witness waivers of their Article 31 or Fifth Amendment rights on a DA Form 3881 (*Rights Warning Procedure/Waiver Certificate*).

g. Where a civilian employee is a member of a bargaining unit and reasonably believes that the investigation could lead to disciplinary action against him or her, the employee may have a representative from the bargaining unit present during questioning. You will consult with your legal advisor if you have any questions regarding these procedures.

##### **5. Report of Investigation (ROI).**

a. Assembly. Your ROI will be written and include the materials noted below:

- (1) This memorandum of appointment;
- (2) A completed DA Form 1574-1, *Report of Proceedings by Investigating Officers*,

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SUBJECT: Appointment as AR 15-6 Investigating Officer – Status of Fuel Trucks under Contract No. W91247-12-C-0023, Class III Refueling and Defueling Services

- (3) A detailed chronology of the daily actions you took during the investigation;
- (4) An index of all attached exhibits;
- (5) All exhibits, labeled and numbered;
- (6) A list of the witnesses you interviewed;
- (7) If applicable, proper classification markings for each paragraph, page, and exhibit included within your report of investigation; and
- (8) A memorandum with your findings and recommendations.

(a) Findings. You will reach your findings by a preponderance of the evidence that you gather. A finding is a clear and concise statement of facts that can be readily deduced from evidence in the record. In your report, develop specific findings and cite the evidence that supports your findings. If evidence conflicts (e.g. conflicting witness statements), make a finding as to which evidence is more credible and why you believe it to be more credible.

(b) Recommendations. Based on your findings, make recommendations as to what changes, if any, are needed in terms of policy, procedures, resources, doctrine, training, and leadership to avoid incidents of this nature in the future, as well as recommendations consistent with your findings concerning other items your investigation revealed. Each recommendation will cite to the finding that supports it, and should comport with the guidance in AR 15-6.

b. Submission. Submit your report of findings in one hard copy and an electronic copy after you have obtained a legal review. You may not release any information related to this investigation to anyone, other than your legal advisor, without my prior approval. In the event you are unable to meet the above suspense date, submit a written extension request through your legal advisor to [REDACTED] Chief Counsel, at [REDACTED] explaining the reason for the requested delay. [REDACTED] may grant an extension of up to 14 days. Extensions beyond 14 days shall be submitted through my Chief Counsel to me in writing. If extension requests are granted, attach a copy of your delay request and approval as exhibits.

6. Point of contact is the undersigned at [REDACTED] or [REDACTED]

Encl: as

[REDACTED]  
Field Director





**DEPARTMENT OF THE ARMY**  
**U.S. ARMY MISSION AND INSTALLATION CONTRACTING COMMAND**  
**FIELD DIRECTORATE OFFICE-FORT EUSTIS**  
**705 WASHINGTON BOULEVARD, SUITE 263**  
**FORT EUSTIS, VA 23604-5292**

CCMI-CEU

S: 21 December 2017  
8 December 2017

MEMORANDUM FOR [REDACTED] Investigating Officer, Headquarters, Mission and Installation Contracting Command, 2219 Infantry Post Road, Fort Sam Houston, Texas 78234

SUBJECT: Appointment as AR 15-6 Investigating Officer – Status of Fuel Trucks under Contract No. W91247-12-C-0023, Class III Refueling and Defueling Services

1. You are hereby appointed as an Investigating Officer (IO) pursuant to Army Regulation (AR) 15-6, *Procedures for Administrative Investigations and Boards of Officers*, to conduct an administrative investigation into the facts and circumstances regarding an allegation that [REDACTED] Director, MICC – Rucker, failed to reacquire six fuel trucks, purchased with agency funds, from Primus Solutions, Inc., notwithstanding recommendation from other command personnel to do so, resulting in a loss of approximately \$1.18 million to the Government.

**2. General Instructions.**

a. Your responsibilities as an IO take precedence over all other military or civilian duties. **You have 13 days from the date of this appointment to conduct this investigation.** Coordinate any requests for extensions through your legal advisor.

b. The purpose of an AR 15-6 investigation is to determine the validity of the whistleblower's allegations and make findings concerning whether any wrongdoing occurred, and if so, by whom, and, whether adequate policies and procedures are in place to preclude any recurrence of any improprieties, irregularities, or misconduct disclosed during your inquiry. In so doing, you must elicit facts related to the issues identified herein. Your investigation should explore any issues or deficiencies with policy, procedures, resources, doctrine, training, and leadership that might have contributed to the incident. Upon completion of this investigation, you will complete a Report of Investigation that conforms to the requirements in paragraph 5, below, and AR 15-6 and then provide the report to your legal advisor, who will arrange for an independent legal review.

c. If something happens during your investigation that could lead me to consider enlarging, restricting, or terminating your investigation, or otherwise modifying any instruction in this memorandum of appointment, immediately report this situation to me, together with your recommendations as to the action I should take in response.

**3. Scope of Investigation/Specific Instructions.**

a. You are hereby directed to conduct an informal AR 15-6 administrative investigation into the allegation stated above to determine whether [REDACTED] decisions were consistent with the

FOR OFFICIAL USE ONLY. THIS DOCUMENT IS AN INTRA-AGENCY MEMORANDUM OR LETTER, PREPARED BY AN AGENCY ATTORNEY, AS PRE-DECISIONAL GUIDANCE FOR THE DELIBERATIVE PROCESS IN ANTICIPATION OF LITIGATION OR ADMINISTRATIVE ACTION. THIS DOCUMENT CONTAINS MATERIAL COVERED BY THE ATTORNEY-CLIENT PRIVILEGE AND IS NOT RELEASABLE UNDER THE FREEDOM OF INFORMATION ACT, PER EXEMPTION 5. See 5 U.S.C. 552(B)(5). THIS DOCUMENT MAY ALSO CONTAIN INFORMATION PROTECTED BY THE PRIVACY ACT. 5 U.S.C. § 552a.

TAB  
3



# SWORN STATEMENT

For use of this form, see AR 190-45; the proponent agency is PMG.

## PRIVACY ACT STATEMENT

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft Rucker, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171213	3. TIME 1400	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME [REDACTED]	6. SSN [REDACTED]	7. GRADE/STATUS NH-04	
8. ORGANIZATION OR ADDRESS Soldier Support Center, B 5700, Ft Rucker AL 36362			

9. [REDACTED] WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

Current Job Position: Director, Rucker Contracting

I became the director of contracting at Ft Rucker on Dec 2015. This was after the modifications took place to add the 6 fuel trucks to contract W91247-12-C-0023. There is a great lack of documentation in Paperless Contract Files (PCF) for me to try to understand what transpired on the contract.

When the issue regarding the 6 fuel trucks was brought to my attention, I reviewed the information available in PCF. There was no documentation explaining why the trucks were added to the contract. In talking with people, it is my understanding that the trucks were added due to the addition of the LUH-72 airframe and the additional work that drove increased requirement. I do not believe the LUH-72 aircraft were part of original contract, but were added in Mod 36.

I am not aware of any other deletions or additions of aircraft on the contract. I believe 92 LUH-72 aircraft were added to the contract as a new requirement. I was not the KO of record on this contract. I only got involved because the KO, [REDACTED] left. The contract specialist at that time was [REDACTED] and she didn't have any recollection or documentation of why trucks were added. I reached out to [REDACTED] who was KO at the time the aircraft were added, and she was non-responsive. I believe she was in Germany at that time and I don't know where she is right now.

There were several interim directors at Rucker prior to me who were involved in trying to resolve the issues with these 6 fuel trucks. I believe [REDACTED] was the director at the time Mod 36 was issued and who left in June 2015. Thereafter was [REDACTED] LTC Interim Director and then me.

[REDACTED] was trying to resolve trucks issue when I arrived and tried to get the Property Books Officer to document the trucks. I was not able to identify any information that revealed why the COR, [REDACTED] thought the trucks should be government property. I thought it was strange that the government would buy trucks under Firm Fixed Price (FFP) contract. There was no business case analysis, no lease/purchase analysis, nothing to document discussion or intent of the government at the time to figure out why trucks were added on Mod 36.

I talked to [REDACTED] G4, and he explained that they were added because the government needed to expand refueling services and that's why additional labor and trucks were added to mod 36. Based on this information, I determined government wasn't specifically buying trucks, but was buying more services.

[REDACTED] was the KO on this contract when I first came to Rucker. He didn't have background on this contract because he wasn't the KO at the time mod 36 was issued. He was the only KO in the entire Rucker contracting organization when I arrived.

[REDACTED] took on this issue himself while he was there, but couldn't resolve it. [REDACTED] wasn't involved in trying to resolve issue with trucks. He was just trying to juggle balls in front of him due to MICC 2025 plan. There was an avalanche of issues at Rucker when I arrived, this was just one of them. [REDACTED] was doing the contract administration as a contract specialist on this contract when I arrived. She still works in the office. I reached out to her for any documentation and she didn't have any information that could help me document what occurred and why. [REDACTED]

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT Director, MOC-Fort Rucker	PAGE 1 OF 3 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF [REDACTED] TAKEN AT [REDACTED] DATED [REDACTED]"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.





USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF Director, MICC-Fort Rucker TAKEN AT 1400 DATED 20171213

9. STATEMENT (Continued)

[redacted] was legal advisor at Rucker when I arrived. She was only there for about a year and wasn't involved in Mod 36. I consulted with her on issues with this contract. She and I agreed there was no documentation to show the trucks as GFP. I didn't issue a formal KO decision regarding the GFP, but I emailed my opinion that the trucks were not GFP to several people, including [redacted] and Director, LRC. I welcomed review by another party if they wanted to do that.

I also consulted with [redacted] G8, regarding the purchase request that was used for Mod 36. OMA funds were used for the mod. Other than [redacted] I'm not aware of anyone else who thought the trucks should be GFP.

I tried to reach out to [redacted] to find out more about why Mod 43 was issued, but I was unable to make contact with her. She was the KO on Mod 43. She has since retired from Federal Service.

In speaking with [redacted] regarding Mod 36 (he was present when Mod 36 was issued), I learned that he believed the intent of Mod 36 was to increase services, not buy trucks. Another mod was later issued for a place called Goldberg to add trucks. Those trucks were not intended to be GFP, but the mod was issued to add labor and equipment for the increased services. I don't believe the narrative in the Mod 34 was accurate for adding another passenger truck. There was also another mod issued incorrectly for Goldberg maintenance expansion of services. There is no supporting documentation supporting buying trucks. The mod was for labor and materials under a performance based service contract. [redacted] thought the trucks were contractor acquired property that should become GFP.

[redacted] thought government was wasteful with purchasing the trucks. I could not find anyone who was working toward adding the 6 fuel trucks and the pick up truck to the TDA in the fleet, or working any type of life cycle management, so I don't believe it was government intent for the trucks to be government property.

After reviewing the file documentation, it is my opinion that the 6 fuel trucks should not belong to the government. Lowell Preskitt, USAAC G4, also did not believe the trucks should belong to the government and he was present when Mod 36 was issued.

I submitted a CCIR June 2016 to MICC HQ that addressed issues with Mods 34, 36, 43.

ASC came to do an independent assessment of this refueling contract and the GFP in June 2016. Reviewers were [redacted] and another I can't remember. ASC came at the direction of [redacted] due to poor oversight of the contract and GFP. I learned that there was an allegation is that I was denying the government the right to the fuel trucks. They reviewed lots of paperwork with [redacted] other Rucker contracting office personnel. Their director, [redacted] and [redacted] met to discuss the evaluator findings (who was Deputy to CG at Rucker at that time). I don't know what the outcome of that meeting was, but no one was interested in pursuing this issue as GFP any further. Eustis was supposed to review all of my files on this issue and I welcome any feedback or additional direction regarding my decision. If I made a wrong decision, I'm open to suggested changes. I met with [redacted] & others (names unknown) 1-2 times while they were here. I was unclear what they were here for. Then I learned it was the GFP issue. There was no recommendation from them to me on what to do at that time regarding the trucks. If there was, it may have been kept in the ASC channels and maybe with [redacted] but it was not given to me.

In an Aug 2016 meeting, I asked [redacted] about the fuel trucks and what to do on this. At that time, he said this issue was closed. I also talked to [redacted] around that time and he concurred that they weren't pursuing the fuel trucks as GFP and were continuing on with the services contract as is.

I'm not aware of any other info, business case analysis that's been provided to me or other contracting personnel from any other organizations providing direction on how to handle the fuel trucks issue.

I have a lot of questions about this contract. As far as I know, [redacted] is the only person I'm aware of that thinks these trucks should be GFP. No other Rucker leadership has expressed that point of view to me or shown me anything that indicates that they want this to be GFP. Lifecycle management of this property of this was not planned by the requiring activity, which helped me conclude there was never an intent for this to be GFP.

My review of documentation included review of the funding stream, there was no information that discussed a lease vs purchase, and I reviewed FAR 45.102(b)(1-4) as my guide.

Other people who may have information on this topic are: Former KO - [redacted] - Kt Specialist, [redacted] - former KO, Director, LRC, [redacted] - Property Book Administrator for LRC, [redacted] - former interim office chief. //JMB//

INITIALS OF PERSON MAKING STATEMENT

Director, MICC-Fort Rucker

PAGE 2 OF 3 PAGES

STATEMENT OF Director, MICC-Fort Rucker TAKEN AT 1400 DATED 20171213

9. STATEMENT (Continued)

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AFFIDAVIT

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

WITNESSES:

ORGANIZATION OR ADDRESS

Mission and Installation Contracting Command

Fort Rucker (MICC-Fort Rucker)

Fort Rucker, AL 36362-5105

ORGANIZATION OR ADDRESS

[REDACTED]  
(Signature of Person Making Statement)

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

[REDACTED]  
(Signature of Person Administering Oath)

[REDACTED]  
(Typed Name of Person Administering Oath)

5 U.S.C 303

(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT

PAGE 3 OF 3 PAGES





**SWORN STATEMENT**

For use of this form, see AR 190-45; the proponent agency is PMG.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Rock Island, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171212	3. TIME 1300-1420	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME ASC Investigator	6. SSN	7. GRADE/STATUS GS-13	
8. ORGANIZATION OR ADDRESS Army Sustainment Command, 1 Rock Island Arsenal Bldg 350, Rock Island, IL 61299			

9. I, ASC Investigator, WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:  
Lg mgt spec GS 0346 Job title: Logistics Management Specialist, Team Lead Bulk Fuel, Hazardous Materials for Army Material Command / Army Sustainment Command (AMC / ASC) worldwide

I do not know why fuel trucks were purchased on this contract since it was Firm Fixed Price (FFP) and PWS stated that the contractor was supposed to supply the trucks. The Contract belongs to Aviation Center School (USAACE) and Not AMC / ASC. The COR and QAE is provided by ASC to Technically Support Bulk Fuel Services. This effort is above our Base Life Support (BLS) funding levels.

When I visited Rucker to discuss concerns of Fraud, Waste, and Abuse concerns that were reports; at the direction of [REDACTED] (SES) with [REDACTED] (my supervisor) in June 2016, I learned the following information. Fuel trucks were purchased under the previous contract, which I believe was FFP, when World Tech Services Inc. was the contractor. I believe there were 42 fuel trucks. Those trucks transferred to Primus when they got the contract in 2013 from World Tech Services. Our site visit was due to a concern raised by and ASC employee, [REDACTED], who is the COR. One of the problems was with the licensing and titling of the trucks. [REDACTED] said the KO (unknown name) refused to add 6 fuel trucks, a pickup truck and several other items onto the property books. Second issue, was the fuel losses and failure to account at point of sale for each transaction. These concerns were amplified with the local MICCs failure to follow FAR regulations and take action regarding Government Furnished Equipment provided to the contractor Primus and previous contractor World Tech Services. This issue has been compounded over the years due to inaction by the Local MICC in providing oversight. This contract is owned by USAACE and NOT AMC / ASC.

It is my understanding that Primus purchased the 6 fuel trucks and one pickup at the direction of the KO (unknown name). There was a demand signal from the Aviation Center and School (USAACE) that indicated that the influx of the additional UH72s required additional capacity to refuel was needed based upon touches of airframes to reduce refueling times). The government provided funding to Primus to purchase the trucks. The UH72 airframes were replacing the OH58/A/C and TH67 airframes, and the UH72 needed more capacity to refuel (larger fuel tank). It is my understanding that they were changing out the airframes, not adding airframes. The KOs didn't understand that the requiring activity was changing out aircraft, not adding aircraft, and did not write the modification correctly indicating the reduction in touches due to larger fuel capacity on airframes. The KOs thought more fuel trucks were needed and also thought Primus needed a 1/2 ton pickup truck for remote airfield refueling. I do not know the quantities of the airframes OH58 and TH67 were on the basic contract. cont

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT ASC Investigator	PAGE 1 OF 3 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED





USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF **ASC Investigator**

TAKEN AT 1300-1420

DATED

20171212

9. STATEMENT (Continued)

There were no workload requirements / supporting data as part of contract until we started asking questions and providing feedback as to how to consider workload requirements. Either the local MICC knew these answers and were not fully forthright with their answers or were hiding the fact that they truly did not know what right looks like. We were actually at Rucker to review a fuel accountability problem, but when we peeled back the onion we learned about the trucks. [REDACTED] brought this to the attention of the ASC Senior Leader and thus brought to our attention because [REDACTED] "felt he was being pushed into a corner to do things that weren't right". During my visit it was determined that Primus was failing to maintain proper accountability of fuel volume refueling at point of sale per airframes and blamed the calibration of the equipment. The calibration was fine, but Primus was not identifying what quantity of fuel went into which airframe and failed to maintain proper fuel accountability by identifying what went into each truck. We asked how much fuel required per airframe, we learned that the UH72s required less fueling touches and refueling time at remote field because the fuel tank is larger than the OH58 and TH67 and the OH72s do not have to be refueled as often and off site. We believed this change in airframe would cause a reduction in refueling workload touches and thus requiring less remote sites for Primus.

I do not know the timeframe when the LUH72 replaced OH58 and TH67 or when the 6 purchased fuel trucks and one pickup came into "use on the contract". I know that the government paid for additives tanks to be added to the trucks and that Primus has the title to the trucks in their corporate name. When I spoke with [REDACTED] the Primus Program Manager, stated that none of the trucks are on the property record. My review revealed that Primus is not rotating out the maintenance and lifecycle replacement of the fuel trucks as required.

We brought these issues to [REDACTED] attention and he told us he that the contract was a "service contract and he was not changing it". When I specifically brought to his attention and those part of his team that Mods 34, 36, 42 specified actions and activities that his office was performing outside of the FAR regulations; were also discussed with [REDACTED] and was not well received. 110th Bde (G3) and TRADOC / USAACE were the driver of the new requirement for the LUH72s and they were concerned about refueling times. Each LUH72 gets fueled 3 times per day per airframe. Touch time is 6 minutes to refuel a T67 airframe and it requires 7-9 touches per day, as told to me by [REDACTED]

Another issue on this contract was a problem with the nozzle and fuel receptacle sensor damages during refuel operations with longer nozzles. The US Army nozzle provided as GFP damages the LUH72 sensor. S4 and [REDACTED] modified the nozzle to prevent the damage. The team changed out the GFP nozzles by giving them the smaller modified nozzles. I don't know if Primus ever put these new nozzles on the property record inventory.

In further discussions with [REDACTED] and Local MICC Personnel: I asked about Mod 36 and understand there are no GFP/GFE clauses in the contract. Table B contained the expansion of services that changed with this modification. On 7 Jun 16, I asked [REDACTED] if anyone got a legal opinion based on the change in Mod 36, but he did not respond nor did anyone else in the room during this meeting. The room was filled with people including [REDACTED] and others.

Mod 36 also included additional labor and equipment, but the PWS was not modified at that time and was not revised as of Jun 2016 when I conducted my review.

In closing out discussions with the Local MICC and USAACE: I prepared a PowerPoint presentation that was used as part of the out brief to [REDACTED] and his team based upon our review during our visit to Rucker in June 2016. [REDACTED] and I also prepared a trip report that was given to [REDACTED] and he "took it from there".

After trucks were purchased on the contract, they sat unused for a significant amount of time. As of June 2016, 21 months after they were added to the contract via Mod 36, no fuel had ever been put in those 6 trucks. They 6 trucks were actually designed to fuel more than one airframe, but Primus was using the older 42 trucks that were from the previous World Tech Services contract, which were never upgraded. After receiving permission from the KO to meet with the PM at Primus was approved in writing: I asked PM from Primus, [REDACTED] who owned the trucks that were purchased on Mod 36. "She stated the government bought them 2013 and we could have them if we paid the residual payment for licensing, titling, picking them up, configuring them, etc [REDACTED] other concern was the legal paperwork of releasing them from the State Title transfer to the US Government would be an issue." [REDACTED] also stated "The government also paid to modify the 6 trucks to add the +100 fuel additives". It's my contention that there are 42 trucks in the fleet, but as of June 2016, there were several trucks that had not been moved or used. cont

INITIALS OF PERSON MAKING STATEMENT

**ASC Investigator**

PAGE 2 OF 3 PAGES



STATEMENT OF **ASC Investigator** TAKEN AT 1300-1420 DATED 20171212

9. STATEMENT (Continued)

I am concerned about the equipment from the previous contract. It doesn't appear that equipment was tracked from the previous contract either. At one point, [REDACTED] from Benning Property Administration and [REDACTED] at ACC may have been involved with property on this contract.

There were also problems with the point of sale for the fuel, which the COR reported to me and to the KO. The KO didn't take any action.

The community at Rucker is a tight knit community. Everyone knows everyone. When [REDACTED] came in as the new COR, they put a lot of pressure on him not to make any waves. He noted things in the contract that weren't being done correctly, including the point of sale issue, nozzles, vehicle replacement schedules, and the fact that the government was buying and providing equipment that the contractor was supposed to provide since the contract was FFP. Additionally, [REDACTED] noted that Rucker was not performing routine safety checks. There were no ground wire checks, which is a government responsibility and is a safety concern. When nothing was being done with [REDACTED] reports to the KO, that's when [REDACTED] sent us to Rucker to conduct our review and determine if ASC personnel performing the COR and QAE duties are being supported by the KO.

[REDACTED] was not forthcoming with providing information to us and answering our questions. However, all of the information we gathered on our trip was provided [REDACTED] who discussed it with other leadership at the Rucker schoolhouse. After that, I was no longer involved and ended up deploying September 2016 after that, so I don't know what happened after that. It was openly discussed that CID was brought in due to fuel losses/theft around Jan 2016, but there wasn't evidence for them to do anything. This is part of the reason we were sent down there to do our review. [REDACTED] POL Branch chief at the LRC, was involved and may have additional information.

It was discussed that there was also a Local IG investigation finding regarding potential fraud with the fuel trucks. In conclusion, there are a lot of odd things that go on at Rucker. I can't put my finger on it since I'm not there every day. [REDACTED] was trying to do everything right in accordance with his training and guidance from AMC / ASC as being a COR. He is extensively trained and followed guidelines in the FAR and directions from ASC. He provided documentation to KO and KO failed to respond to the COR on fuel accountability, purchasing of equipment, and PWS requirements. The definition of: Point of sale is not at the tanker truck. Point of sale is actually when fuel is pumped into airframe. This was a concern as part of the suspected fuel loss. The aviation school house wanted to fuel as many aircraft as quickly as possible. The USAACE G4 and Primus are taking short cuts at the expense of quality and safety as to meet refuel timelines. I informed my boss of this concern.

[REDACTED] QAE), [REDACTED] and [REDACTED] may have information on this issue.

AFFIDAVIT

I, **ASC Investigator**, HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

WITNESSES:

ORGANIZATION OR ADDRESS

ORGANIZATION OR ADDRESS

**ASC Investigator**

(Signature of Person Making Statement)

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_

(Signature of Person Administering Oath)

(Typed Name of Person Administering Oath)

5 U.S.C. 303

(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT

PAGE 3 OF 3 PAGES





### SWORN STATEMENT

For use of this form, see AR 190-45; the proponent agency is PMIG.

#### PRIVACY ACT STATEMENT

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft. Eustis, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171214	3. TIME 1000	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME Interim Director	6. SSN	7. GRADE/STATUS O-6	
8. ORGANIZATION OR ADDRESS MICC			

9. I, Interim Director, WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

Interim Director Draft Statement 12/14/17 1000 CST

I became the interim contracting director at Rucker 10/1/2015, serving approximately 2 1/2 months until the new director, [REDACTED] was hired. Just prior to his arrival, I conducted a preliminary internal inquiry on contract W91247-12-C-0023 regarding the acquisition of the 6 fuel trucks, due to the uncommon aspects of the purchase. I created a fact sheet and gave it to [REDACTED] since I didn't have authority to pursue anything as I was leaving.

The office at Fort Rucker underwent several managerial and personnel changes, which contributed to creating an office in "constant change." [REDACTED] the former KO, had just left prior to my arrival as the interim director. [REDACTED] became the default KO, since he was the only KO at that time that held a warrant with the highest value.

The discussions I held with Fort Rucker personnel on the fuel trucks were limited. The scope of my inquiries included the COR, [REDACTED] the requiring activity, and the contractor to try to dig into the issues. The lack of a comprehensive contract file and the complexity of the requirement also added the limitation. I was not able to identify any evidence that legal reviews were conducted on the addition of these 6 fuel trucks. I also never identified any cost or pricing data associated with them. I was not able to determine how the pricing for the fuel truck additions was determined to be fair and reasonable, nor could I identify any market research to justify the pricing.

My initial analysis indicated different price points, rates, weekend rates, etc. I also was unable to determine from the Contract file whether the scope increased with Mod 36. There was no clear documentation that specified a planned increase in the number of LUH-72s aircraft.

Some of the contract issues I noted were: Issue with performance since Primus was using substandard nozzles to refuel. Primus wanted to upgrade nozzles and wanted government to pay since Primus says the scope increased due to number of increased nozzles and increase in number of sites required to refuel. Primus says government should provide nozzles due to change.

Other issues noted by the requiring activity were: who held the proper authority to own the six refuel trucks and to what degree the government should reimburse expenses on supplies and equipment. The contract specified that Primus is required to provide all equipment, but no account for an increase in scope due to the changes.

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF 3 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING 'STATEMENT OF \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_'

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.





USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF Interim Director TAKEN AT 1000 DATED 20171214

9. STATEMENT (Continued)

I made the following recommendations: 1. The six fuel trucks should not have been part of the contract price and should have been classified as government furnished equipment. I recommended the fuel trucks be de-scoped and transferred to government. The only reimbursement the government should have considered was the maintenance cost that Primus incurred. 2. Purchasing of new fuel nozzles to comply with safety and make the operations more efficient. I recommended that Primus should have provided them in accordance with the contract.

I believe these issues were never resolved, due to significant turnover of personnel in the Rucker contracting office and changes in key leadership positions directors, KOs, and supervisors. As stated, I submitted my fact finding info to the attorney at Rucker, [REDACTED] and [REDACTED] to ensure to ensure they had all relevant information about the issues with this contract.

INITIALS OF PERSON MAKING STATEMENT

Interim Director

PAGE 2 OF 3 PAGES

STATEMENT OF Interim Director

TAKEN AT 1000

DATED 20171214

9. STATEMENT (Continued)

**AFFIDAVIT**

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 2. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORGANIZATION OR ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORGANIZATION OR ADDRESS

INITIALS OF PERSON MAKING STATEMENT

[REDACTED]

[REDACTED]  
(Signature of Person Making Statement)

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

[REDACTED]  
(Signature of Person Administering Oath)

[REDACTED]  
(Typed Name of Person Administering Oath)

5 U.S.C. 302

(Authority To Administer Oaths)

PAGE 3 OF 3 PAGES





### SWORN STATEMENT

For use of this form, see AR 190-45; the proponent agency is PMG.

#### PRIVACY ACT STATEMENT

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**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft Rucker, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171213	3. TIME 0900	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME [REDACTED]	6. SSN [REDACTED]	7. GRADE/STATUS GS-13	
8. ORGANIZATION OR ADDRESS 1100 Dilly Branch Rd, Ft Rucker AL 36362			

9. I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

Current Job Position: GS13 contracting officer (KO) for refueling contract

I do not know for certain why the fuel trucks were added to contract in Mod 36. The previous KO was [REDACTED] and there were a number of other KOs who were responsible for this contract before it was given to me to administer. I received this contract for administration around Jan/Feb 2017 from [REDACTED]. [REDACTED] advised me that any contracts that touched aviation maintenance would be moved to my "MICC East office", as we sit separately from the other MICC office. In July 2016, MICC acquired our office from ACC Redstone.

There was no proper hand off done with contract as it was transferred to me to administer. I was told that there would only be weekend maintenance letters to issue for this contract. There was no mention by contracting personnel to me of unresolved issues with any of the equipment on the contract. I learned of the unresolved issues through interactions with the COR, [REDACTED]. He told me there were issues with the fuel trucks, a Silverado truck and lawn equipment, which were purchased using government funds and provided for the contractor to use. [REDACTED] notified me, as is required by his duties as a COR, that trucks Primus was using in performance of the contract were out of standard in accordance with the PWS 5.2.1 and 5.2.2 (AR 58-1), that Primus needed to replace other trucks, and that things that weren't being taken care of on contract. I had to dig into the contract and the issues he raised to determine how to handle things.

I contacted [REDACTED] who still works in the MICC Rucker office, and was the previous contract specialist on contract W91247-12-C-0023. She was the specialist when trucks were added on Mod 36. She provided only limited information but told me that a Request Equitable Adjustment was in the works due to the collective bargaining agreement and the wage determination. I asked about the fuel trucks and [REDACTED] said they were added due to "surge in services" and added [REDACTED] to the contract to buy 6 trucks. The COR believed that these trucks belonged on the property books. I reviewed the purchase request (PR) for Mod 36 and it was labeled "trucks". I reviewed the types of funds used on the Mod 36 PR and they were OMA funds. I researched the FAR and concluded that since the trucks were under \$250K, OMA funds could be used. Unless it was over \$250K, then OPA funds would have to be used.

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF 3 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF [REDACTED] TAKEN AT [REDACTED] DATED [REDACTED]"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.





USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF [REDACTED] TAKEN AT 0900 DATED 20171213

9. STATEMENT (Continued)

I got an email on 10 Mar 17 from [REDACTED] Retail supply, Bulk Fuels, Hazmet Supply and services division from Installation Logistics Directorate out of Rock Island asking about status of getting 6 fuel trucks back from contractor. I talked to [REDACTED] about the truck issue and how I could fix this to put the trucks back on the property books for the government. Told me to stand down, that he had crushed this before, and will crush it again. He told me to send an email to whoever brought this to my attention telling them that his decision stands, and I was to do nothing with these trucks. He verbally told me over the phone that "at least KO that did this action to add the trucks was saavy enough to call it a surge in services and that's the way it was going to stay". I was directed to send [REDACTED] an email stating [REDACTED] decision on the trucks stands. I was to copy [REDACTED] on the email and he told me to then stand down on the truck issue.

The only decision I'm aware of that [REDACTED] made regarding outcome of these fuel trucks was via email on 11 Feb 16. I do not believe he made another official KO decision in writing.

[REDACTED] told me about an audit conducted on this contract before I took over administration. He said the audit determined that the trucks should be considered GFP. I talked to Primus and they agreed the 6 fuel trucks were GFP and agreed the trucks belonged to government. Primus PM, [REDACTED] told me they had no problem turning them over to government, as long as the government reimbursed them for the taxes and tags that they had to buy.

I believe an audit may have been conducted by [REDACTED] who is a property administrator at Ft. Benning. I was told she said the trucks were government property. I also understood that [REDACTED] who was a previous KO, was present for that audit and that she agreed to correct the issue and bring trucks on the contract as government property. I am aware of an email from [REDACTED] to [REDACTED] dated 29 Sep 15 stating he concurs that government own fuel trucks and Silverado truck. [REDACTED] may have a copy of this audit.

I've only executed 3-4 mods since I had took over administration for this contract. I had to make contractual changes to the PWS and attachments due to fire guards. I've been successful in getting money back from Primus due to non-compliant trucks that were out of tolerance IAW Army Regulations (legal concurred). I got consideration back from Primus and they were supposed to remove trucks from service once were 10 years old or reached 150k miles. [REDACTED] pushed back on me on how I achieved the consideration by removing them from service and said my analysis was not accurate. I am aware that [REDACTED] had discussions with Primus where I wasn't present and should have been present since I am the KO. He has also overridden my decisions as a KO on this contract. I've been told on more than one occasion that he's met with them and made decisions without me present. I have not talked to legal about anything related to the trucks that were "purchased" under Mod 00036 as I was trying to gather as much info as possible. I gathered all of my information as a KO first, then went to talk to my director, [REDACTED] who told me to stop further action on the trucks.

It is my opinion as a KO that the government should own trucks based on my review of all of documents in the contract file and other information I've researched. Primus is required by the contract to provide all trucks, and lawn equipment. The trucks not currently listed on government property books and Primus may have them listed as part of their property. They never provided property plan, and they should have. I've tried to hold Primus accountable, but [REDACTED] is telling me to let this die and not pursue holding them accountable.

I am not involved in the recompute on this contract. It is my understanding that [REDACTED] is the Source Selection Authority the recompute for the action that's being done at Ft. Eustis and this concerns me.

Although my firsthand knowledge is limited on trucks, I've had a lot of conversations regarding the trucks and I've gone through all of the documentation. It concerns me that this property isn't with the government.

I believe [REDACTED] shows partiality to Primus and that concerns me.

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 2 OF 3 PAGES

STATEMENT OF [REDACTED] TAKEN AT 0900 DATED 20171213

9. STATEMENT (Continued)

Many decisions I've made as a KO have been trumped by [REDACTED]. This contract scares me because there are so many things that were not done or done wrong. I asked [REDACTED] to have the contract specialist, [REDACTED] finish what was outstanding before contract was transferred to me for administration and my request was denied by [REDACTED]. [REDACTED] tried to help as much as she could. [REDACTED] was a former KO on this contract and [REDACTED] told me [REDACTED] didn't have time to help me on resolve issues, and it wasn't his job any more.

When I first took over this contract for administration, I got several Form 155s for missed fuel requirements due to Primus' non-compliance with contract. There were also issues with the fuel trucks being out of compliance, a Request for Equitable Adjustment, no proper hand over, the issue with ownership of the 6 fuel trucks and the fact that I have a newly hired GS-1102-11 with her only experience being issuing Purchase Orders from the VA to help me with this contract. I have tried several times to get her moved over to the office so she could learn the whole process of contracting. Each time, my request was denied.

Other people I recommend talking to about the issues are: [REDACTED] - current QA, and [REDACTED]

AFFIDAVIT

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

[REDACTED]  
Current Contracting Officer (KO), MILC-Fort Rucker

(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

ORGANIZATION OR ADDRESS

[REDACTED]  
(Signature of Person Administering Oath)

[REDACTED]  
(Typed Name of Person Administering Oath)

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(Authority To Administer Oaths)

ORGANIZATION OR ADDRESS

INITIALS OF PERSON MAKING STATEMENT

PAGE 3 OF 3 PAGES





# SWORN STATEMENT

For use of this form, see AR 190-45; the proponent agency is PMG.

## PRIVACY ACT STATEMENT

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft Eustis, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171213	3. TIME 0700	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME Contracting Officer [REDACTED]	6. SSN [REDACTED]	7. GRADE/STATUS GS12	
8. ORGANIZATION OR ADDRESS ASC Bldg 800, Ft Rucker AL 36362			
9. I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH: [REDACTED] Final 0700-0745 Current Job Position: Contracting Officer Representative (COR) on current contract since May 2015 appointed by [REDACTED] Contracting Officer (KO) at that time. Current KO is [REDACTED] When I arrived at Rucker in 2015 and became the COR, I was inspected shortly thereafter by TRADOC, [REDACTED]. She noted that there were vehicles purchased on contract W91247-12-C-0023. I asked the G4, [REDACTED] why 6 fuel trucks (and other equipment) was purchased using government funds when this contract was Firm Fixed Price (FFP) and the Performance Work Statement (PWS) clearly stated that the contractor (KTR) was to provide all equipment. I was told that the purchase of the 6 fuel trucks was due to an increase in the fleet of aircraft that required refueling, which included the airframe LUH-72. The LUH-72 holds more fuel than the TH-67 airframe. My review of the contract documents indicated that the LUH-72 wasn't a new aircraft added to the contract, but the quantities of this aircraft were increased. The existing PWS listed the LUH 72, which holds 180-200 gallons of fuel. Other aircraft on the PWS, such as the TH-67, which was being replaced by the LUH-72 airframe, holds 90 gallons of fuel. The time to refuel the TH-67 is 3-4 minutes and the time to refuel the LUH-72 aircraft is 6-7 minutes. I was told by the contract specialist, [REDACTED] that the fuel trucks were added due to an increase in scope of the contract. The KO at the time, [REDACTED] was deployed. I learned that there was a plan to add 200 additional LUH-72 aircraft and that they would be added over time at 10-15 per month. The TH-67 aircraft would be simultaneously phased out on a one-for-one basis as the LUH-72 were added. The government was not just adding 200 more aircraft in addition to the aircraft already being refueled on the contract. Fuel capacity affects the refueling services because there is only a certain amount of time, called a "recovery period" to service them the aircraft so they can continue flying. I believe the government's logic to add the 6 additional fuel trucks was that the LUH-72 aircraft would take longer to fuel, so the contractor would need more fuel trucks to meet the mission. I had dialogue with [REDACTED] and he stated that the government did not tell the contractor to buy the trucks. He said that we just told them we were increasing the mission. I do not have any documentation from the requiring activity that supports this change in mission. I do recall discussing this with the KO. I discussed the issue with the 6 fuel trucks with [REDACTED] who was an interim director in the Rucker contracting office, and she believed that the contract needed to be fixed to have the 6 fuel trucks provided to the contractor as Government Furnished Equipment (GFE) and they needed to belong to the government. She involved a property administrator, who researched the issue and determined that the fuel trucks should be on the property books and tagged as government vehicles to issue to the contractor as GFE. The next Rucker contracting interim director, [REDACTED] and I also discussed what to do with the 6 fuel trucks. He investigated the issue and made a decision that trucks needed to be GFE. Nothing was officially resolved when [REDACTED] departed, but [REDACTED] came on board as the director of contracting and was provided with the information regarding the issue with the 6 fuel trucks.			
10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF 2 PAGES	

ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF [REDACTED] TAKEN AT [REDACTED] DATED [REDACTED]"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.

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STATEMENT OF Contracting Officer Representative TAKEN AT 0700 DATED 20171213

9. STATEMENT (Continued)

He reviewed the documentation and initially agreed the fuel trucks should belong to the government. However, he later changed mind and stated that the fuel trucks would remain with contractor.

There were several KO's working on this contract during the various changes of interim directors in the Rucker contracting office, which may have contributed to the confusions and lack of action to finalize bringing the trucks on the contract as GFE.

The current KO, Contracting Officer Representative, reviewed that contract when she became responsible for the contract administration and determined that the Government Property Clause was missing from the contract and she wanted to get that fixed. She further reviewed all of the contract file documentation to determine what to do with the 6 fuel trucks. She then talked to Director about her findings and he told her to "stand down and not do anything". He told her that he had already made a decision that the trucks would not be GFP.

I went with my supervisor to meet with Director regarding the fuel trucks because I thought they should belong to the government. Director said he made decision and wouldn't change the contract. I then went to ASC to make complaint, because I believed at that point that the government paying the contractor to purchase the trucks constituted fraud, waste, and abuse. The ASC SES then sent 2 people from ASC to Rucker to investigate. ASC Investigator and ASC Investigator worked for a week to investigate the refueling contract. They provided their recommendation to Director that trucks should come back to belong to the government. Director said he wouldn't do anything to change the contract unless his boss told him to.

I do not have copies of any documents provided by ASC Investigator to Director. I do know they developed an after action report and held an exit meeting with Director.

My training as a COR leads me to the conclusion that the 6 fuel trucks should be GFP and belong to the government. The fuel trucks were purchased using government funds on a contract that is FFP. Therefore the trucks must be government property at the end of the contract. There is other property purchased with government funds on this contract and given to the contractor such as in parts, a pickup truck, and others. These items should have been purchased as part of the contract since the contract was FFP and the contractor was required to provide these items. I've asked the contractor to provide receipts for some of these items, including the half ton pickup, but I can't get any traction to resolve issues with this equipment.

Since I am involved in developing information for the follow-on contract for the refueling services, I know that the new PWS includes newer trucks. However, if these 6 fuel trucks in question belong to the current contractor as the incumbent, then they don't have to propose as many new trucks in their bid on the follow on contract, which would give them an advantage in competing for the follow-on contract. Other offeror's will have to bid more because they don't have access to the 6 trucks that the government purchased on this contract if the current contractor keeps them.

I believe the 6 fuel trucks in question are listed on the contractor's property inventory.

Another issue I have with these fuel trucks is that they were purchased in early 2014, arrived late December 2014, and then sat unused in Primus facility for almost a year before they registered them and used them. It appears that the 6 fuel trucks were not needed to accomplish the mission since Primus was successfully performing the mission using the other trucks. The mission included the LUH-72 aircraft that were being added as planned as the TH-67 aircraft were being removed. One in, one out.

I do not believe Contracting Officer Representative is a bad person. He came into a contracting office that had a lot of challenges due to turnover of personnel as interim directors and KO's. I do believe he is taking the easy approach by not adding the fuel trucks as GFP and that easy is not always right approach. He gets frustrated easily with this issue.

I believe Contracting Officer Representative was trying to protect Contracting Officer Representative as the KO. All of the previous contracting directors said the 6 fuel trucks needed to belong to the government so they could be used as GFP in the follow on contract, which will lower overall cost of next contract to the government.

If Primus is not selected to win the follow on contract, they will probably sell the 6 fuel trucks to the follow on contractor if the trucks are not determined to be government property.

I do not understand why Contracting Officer Representative is getting so much push back from Director and is being told to do nothing regarding the 6 fuel trucks.

INITIALS OF PERSON MAKING STATEMENT

Contracting Officer Representative

PAGE 2 OF 2 PAGES

STATEMENT OF Contracting Officer Representative TAKEN AT 0700 DATED 20171213

9. STATEMENT (Continued)

**AFFIDAVIT**

I, [Redacted], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE     . I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

Contracting Officer Representative (COR) or Witness

*(Signature of Person Making Statement)*

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this      day of      at     

ORGANIZATION OR ADDRESS

[Redacted]  
*(Signature of Person Administering Oath)*

[Redacted]  
*(Typed Name of Person Administering Oath)*

ORGANIZATION OR ADDRESS

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*(Authority To Administer Oaths)*

INITIALS OF PERSON MAKING STATEMENT

PAGE      OF      PAGES





**SWORN STATEMENT**

For use of this form, see AR 190-45; the proponent agency is PMG.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

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**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Rock Island, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171212	3. TIME 0730-0815	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME [REDACTED]	6. SSN [REDACTED]	7. GRADE/STATUS GS-14	
8. ORGANIZATION OR ADDRESS Army Sustainment Command, 1 Rock Island Arsenal, Rock Island IL 61299-5000			
9. I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH: In 2016, my command was notified of possible fraud, waste, and abuse on refueling contract W91247-12-C-0023. My boss, [REDACTED] (SES) identified me and [REDACTED] to look at allegation and required that we visit Ft. Rucker to conduct a review. We were notified on Monday morning, and were required to be at Rucker the following morning on Tuesday. We reviewed the contract and modifications up to that point and noted that Mod 36 stated 6 trucks were purchased due to increase in requirement. I asked what basis of requirement increase was and Aviation Center and School personnel and contracting office personnel stated that there was an increase in the requirement and that's why the trucks were purchased. I talked with the COR [REDACTED] who stated that there was not an increase in requirement and that refueling needs were met with equipment already on hand. The COR believed trucks to be waste of funds. I understand the contract to be Firm Fixed Price (FFP) and that the Contractor is required to provide all required supplies and equipment to perform the contract. The Aviation Center and School were in the process of changing airframes to a LUH-72 aircraft, which could fly a 4 hour mission without refueling. I understood this to be a one for one swap with the T68 and T67 aircraft. The Aviation Center and School believed the addition of the new aircraft was a new requirement and therefore more fuel trucks were needed. I was unable to locate any background or workload requirements for the new work provided to Contracting office by the requiring activity during my visit to Rucker the week of 6 June 2016. I was not able to identify anything that would have validated an increase in workload. We met with [REDACTED] Rucker Office Director, and told him what we found during our reviews while onsite. I will provide the 9 Jun 16 outbrief provided to [REDACTED] to you. My review of the contract revealed that there were no deliverables at all on the contract. There are specific requirements for fuel trucks and there are specific Department of Transportation requirements for the trucks for maintenance. There are no Contract Data Requirements Lists (CDRLs) in contract and there is no way to get this information out of the Performance Work Statement (PWS). Because of the lack of CDRLs, we could not see maintenance records on the fuel trucks and suspected trucks they were sitting in parking lot and had not been used in over 2 years. For [REDACTED] and myself, our opinion was that there was no clearly defined need for the additional 6 trucks nor there was a need for the expansion of fuel deliveries due to the change in airframes. From our review, we identified the contract was FFP with the requirements for the vendor to provide all required assets to conduct the fuel/defuel mission and we were confused as to why the Government would purchase these 6 trucks on the contract. [REDACTED] was present as COR at an outbrief meeting we held with [REDACTED] and various other people in June 2016. [REDACTED] Aviation Center and School. Deputy G4 was also at that meeting. I do not know the name of the Contracting Officer who was present at the meeting. I understand that this contract is very important at Rucker and if helicopters do not fly, soldiers don't get trained, but we need to be prudent in expenditure of government funds. I'm not aware of any info provided by other commands or organizations to the contracting office or to [REDACTED] regarding the acquisition of the fuel trucks. I researched the contract and looked at COR reports while onsite at Rucker. I walked the grounds with the Aviation Center and School personnel who are responsible for this refueling.			
10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]		PAGE 1 OF 3 PAGES

ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF [REDACTED] TAKEN AT [REDACTED] DATED [REDACTED]"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.

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USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF [REDACTED]

TAKEN AT by phone 0730-0815

DATED

20171212

9. STATEMENT (Continued)

mission. The center and school personnel said they were getting new helicopters and that change drove the need more fuel trucks for mission, although I was not able to identify any documentation that supported this as a change in the contract. They were bringing in groups of 20-25 UH-72 helicopters at a time and transitioning to new helicopter while phasing out the other aircraft. Center and School personnel explained to me that the current T68 and T67 helicopters fly for 4 hour training cycle and requires refueling during that time. The new helicopter flies 4 hours, but has much larger fuel capacity and doesn't require to be fueled during the training cycle. I questioned how this requires more fuel trucks. To me, this seems to be a reduction in requirements due to less fuel needs. I may have a plan for aircraft numbers in my papers, they laid out number of aircraft before and after addition of new airframe and how many the school ended up with after the transition. I'll try to find and provide it.

During the inbrief with [REDACTED] I explained why we were there. I explained what we were looking for and told them we would brief him and the others on what we found. We had interactions with members of the contracting office throughout the week. We were kind of "put off" by the contracting personnel who were not overly friendly. The contracting personnel were defensive and [REDACTED] told me my comments were harsh. Our discussion and interactions with [REDACTED] were not friendly. I think he felt threatened, but I just needed to get my review complete and provide my findings to the SES who directed me to be there. I explained that I was looking authorizations for purchase of equipment on the FFP contract, looking for a statement from the KO authorizing purchase of the fuel truck and other equip on FFP contract when the PWS para 1.2 required the contractor to provide this. Mod 36 authorized 6 fuel trucks, Mod 34 authorized a pickup truck.

During our time onsite, we learned that the government was providing some specialized equipment for refueling the new helicopter due to sensors in fuel tanks. However, I believe the government was providing some equipment to the contractor that should not have been provided on a FFP contract. Once fuel is in truck, then the point of sale to the Army occurs. Maintenance behind the barrier wall that separates the tanks from the trucks "behind the wall" belongs to Defense Logistics Agency Energy (DLA-E). I was only concerned with what happens when fuel goes into truck and thereafter.

On the contracting side, when we discussed Mod 36 with [REDACTED] he quoted FAR 52.254-1, Government Property, and stated that anything procured with government funds belonged to the contractor. [REDACTED] told us that he would not re-open discussion with the contractor on topic of the trucks. However, I can read and it says that anything that can be procured with government funds can be brought to government record and requested as a deliverable at the end of the contract. I asked that these trucks be added as deliverable and be brought back to the government.

Part of the problem is that there were 3 temporary Directors at MICC Ft. Rucker prior to [REDACTED]. He had only been there a few months when I got there in June 2016, and there was a lot of turmoil in office that did not help this situation. I spoke with [REDACTED] (program manager for Primus, the contractor) when I was there. She said the government provided funding to purchase the vehicles and there was a residual value that the government would have to pay to complete purchase of trucks. I found a subsequent mod (Mod 43) where this additional funding for the residual funds were provided.

It appears to me to be good ole boy system, where contractor had been there for a very long time, changing names as small business do. This is an Alaskan native company and staff was there for over 10 years. Primus was meeting requirement, but the government did not appear to be doing its due diligence.

I provided my comments and report to my SES as requested and continued to work with center and school to see if we could assist them in developing a more cost effective fuel system that would be easier to maintain and cause less damage to aircraft. I then returned to Rucker in late Dec 2016 to discuss potential operations with Aviation Center and School personnel. They basically shut us down told us they were not going to pursue any changes. Army Sustainment Command only provides the COR for the effort and the requirement of the Aviation Center and School. A representative from the MICC Ft. Eustis office was present (name unknown) at the meeting with DLA-E was there to help provide solutions, aviation center and school was there, logistics readiness center at Rucker was present. [REDACTED] (my director) was there, but had only been on the team for about 30 days. We were there as working group to help them walk through different courses of action as part of the re-competition for the contract. We were trying to help them become better stewards of money on the follow on contract. I think we were shut down because Aviation center and school were happy with what was going on and did not want to change.

I provided a lot of information to an OSC special investigator from Washington, D.C. who contacted me sometime in 2017. He asked that I provide information regarding my visit and findings, which included the inbrief and outbrief with [REDACTED] along with my findings. /// Nothing Follows///

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 2 OF 3 PAGES

STATEMENT OF [REDACTED] TAKEN AT 0730-0815 DATED 20171212

9. STATEMENT (Continued)

**AFFIDAVIT**

[REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

[REDACTED]  
(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
ORGANIZATION OR ADDRESS

[REDACTED]  
(Signature of Person Administering Oath)

\_\_\_\_\_  
ORGANIZATION OR ADDRESS

[REDACTED]  
(Typed Name of Person Administering Oath)

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(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 3 OF 3 PAGES





**SWORN STATEMENT**

For use of this form, see AR 190-45; the proponent agency is PMG.

**PRIVACY ACT STATEMENT****AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft Rucker, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171214	3. TIME 0900	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME	6. SSN	7. GRADE/STATUS GS-11	

**8. ORGANIZATION OR ADDRESS**  
Soldier Support Center, B 5700, Ft Rucker AL 36362**9.** I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

I do not have much information in hard copy or electronic copy regarding the additional services and equipment added to W91247-12-C-0023 in the 2014-2015 timeframe. However, I do not delete any emails and will locate what I have and provide it for review.

I went to one or two of the meetings when this information was discussed between [REDACTED] and the requiring activity representative, [REDACTED] (retired). I recall specifically that [REDACTED] wanted to conduct a lease vs purchase on the additional fuel trucks and wanted to go through GSA to acquire them. She discussed this with [REDACTED]. As part of this meeting, they discussed the LUH-72 aircraft coming into the fleet, how many were coming, and the timing they would be there. I do not recall the number of aircraft being added to the fleet that would require refueling. It was my understanding that as the LUH-72s were added, that the older trainers, T58s I believe, would be taken away from the fleet, so it was a one-for one replacement. If they were bringing in 10 LUH-72s, they would take away 10 of the old trainers.

I do not know why [REDACTED] wanted to do a lease vs buy analysis. I don't know what the outcome of her discussion with [REDACTED] was and why the lease vs buy analysis was not conducted. My personal opinion is that it was getting close to the end of the fiscal year, the requiring activity had money, and they wanted the funds put on contract before the end of the fiscal year.

[REDACTED] and receive an evaluation of or conduct an evaluation of the contractor's proposal that was submitted for the expansion of services in Mod 36. I believe it was not evaluated because we did not have time to do anything since it was the end of the fiscal year and we were very busy. I think [REDACTED] told [REDACTED] to "get it done". There were no discussions earlier in the year that I recall regarding the increased services that resulted in Mod 36.

I did not get a legal review of the contract file before we issued Mod 36 or Mod 43, but I do not know why. The requiring activity just gave us the money like we were adding funds to the contract. The requiring activity told us it was to expand services. I believed we were purchasing additional services and the 6 fuel trucks.

I do not believe the requiring activity provided us with any documentation justifying an increase for the services in Mod 36. I did not request an Independent Government Cost Estimate (IGCE) because the money was sent at the end of the fiscal year and [REDACTED] told us to put the money on the contract as an expansion of services.

[REDACTED] who is at the Logistics Readiness now and was part of the meetings with [REDACTED] and me when the fuel trucks were discussed, along with the lease vs purchase. He should have more information to provide.

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF _____ PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.

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USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF Contracting Specialist TAKEN AT 0900 DATED 20171214

9. STATEMENT (Continued)

Mod 43 was issued to correct a mistake in the funding from Mod 36. We added remaining funding for the fuel trucks, which was supposed to be for the expansion of services. I do not recall exactly why we added the funds and I do not recall receiving any documentation from the requiring activity for the [REDACTED] in additional funds added for the fuel trucks. Sometimes the requiring activity just sends a purchase request without back up documentation regarding what it is for. When they said it is for an expansion of services, I did not ask for an IGCE, workload data, or other justification.

INITIALS OF PERSON MAKING STATEMENT

Contracting Specialist

PAGE \_\_\_\_ OF \_\_\_\_ PAGES

STATEMENT OF [REDACTED] TAKEN AT 0900 DATED 20171214

9. STATEMENT (Continued)

**AFFIDAVIT**

[REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

[REDACTED]  
(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_

[REDACTED]  
(Signature of Person Administering Oath)

ORGANIZATION OR ADDRESS

[REDACTED]  
(Typed Name of Person Administering Oath)

ORGANIZATION OR ADDRESS

5 U.S.C 303

(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 3 OF 3 PAGES





**SWORN STATEMENT**

For use of this form, see AR 190-45. (The proponent agency is FMG)

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft. Rucker, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171212	3. TIME 1000-1020	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME Director, LRC	6. SSN [REDACTED]	7. GRADE/STATUS GS-14	

8. ORGANIZATION OR ADDRESS  
Army Sustainment Command, Logistics Readiness Center, 538 Raider Street, Ft Rucker, Alabama 36362

9. I, Director, LRC WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:

I am the current Director of the Logistics Readiness Center (LRC).

I'm not personally involved in contractual action for fuels at Ft. Rucker, but due to an MOA between AMC and TRADOC, my organization has responsibility to provide a Contracting Officer Representative (COR) for the contract, who is [REDACTED]. I don't know who is predecessor was since I've only been with this organization since Jan 2016. TRADOC is the requiring activity. All I can tell you regarding why fuel trucks were purchased on contract W91247-12-C-0023 is what I've been told. I was told that 6 fuel trucks, plus few others, including a pick up truck, were procured to support the contractor with performing scope of work. This happened well before my arrival, but after I got here, the COR brought this problem to my attention. [REDACTED] COR, told me that [REDACTED] had made a determination that the vehicles were procured to expand services and that is why the additional fuel trucks were needed. I had a conversation with [REDACTED] where he stated that his determination is that the trucks belonged to the contractor.

I had other conversations with other supply personnel who say the trucks should be Government Furnished Property due to the use of government funds for the purchase.

I asked [REDACTED] to provide me with something in writing regarding his determination, he would not provide anything additional and stated that a previous email he sent to me regarding the trucks was sufficient. I will try to find that email and send it to you.

I have not had discussions with anyone else regarding the purchase of the fuel trucks, other than [REDACTED]. I am not aware of any information provided by other organizations or commands to the contracting office, COR, or the requiring activity regarding the of the fuel trucks since this all took place before my arrival at Ft Rucker.

My predecessor is [REDACTED] and I doubt he had any information regarding the purchase of these fuel trucks. As far as I know, he is currently in Korea as director of the LRC at Camp Humphreys.

I do not have information on other equipment on this contract. The contract has been in place for a while and I know it is supposed to expire this month and will be re-competed. [REDACTED] COR is currently at Ft. Eustis serving on the Source Selection Evaluation Board (SSEB) for the re-compete of this contract.

My only interaction with anyone on this contract has been with [REDACTED] and TRADOC G4 [REDACTED] who has some sort of responsibility for this contract.

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT Director, LRC	PAGE 1 OF _____ PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF \_\_\_\_\_ TAKEN AT \_\_\_\_\_ DATED \_\_\_\_\_"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.

TAB  
H



USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF Director, LRC TAKEN AT 1000-1020 DATED 20171212

9. STATEMENT (Continued)

The only other information I can add regarding this contract is that I was told more than once by Director, BRCC that Port Rucker was overzealous in his duties as a COR. Director, BRCC email to me was to "reign him in". Most actions were before my arrival, but when I tried to address the issue regarding the trucks, Director, BRCC told me he had already made a determination that the trucks belonged to the contractor and the issue was closed so I should drop it.

The only other person who may have information regarding the issue with the trucks is Port Rucker who is Port Rucker immediate supervisor. Port Rucker has been at Ft. Rucker for 7-8 year and is responsible for all things fuel. I believe he could probably answer any additional questions.

////////////////////////////////////END OF STATEMENT////////////////////////////////////

INITIALS OF PERSON MAKING STATEMENT Director, LRC

PAGE 2 OF 3 PAGES

STATEMENT OF Director, LLC TAKEN AT 1000-1020 DATED 20171212

9. STATEMENT (Continued)

AFFIDAVIT

Director, LLC, HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 2. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

Director, LLC

(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_

ORGANIZATION OR ADDRESS

(Signature of Person Administering Oath)

(Typed Name of Person Administering Oath)

ORGANIZATION OR ADDRESS

5 U.S.C 303

(Authority To Administer Oaths)

INITIALS OF PERSON MAKING STATEMENT Director, LLC

PAGE 3 OF 3 PAGES





██████████ with Primus 12 14 17 5:00 pm — No Sworn Statement

Trucks added due to Increase in LUH 72 aircraft

Issue was fuel. Fuel would come back out and splash and it was a safety issue. There were an additional 145 LUH 72 aircraft coming and the plan was for the TH-67 to phase out. There was not a one for one replacement when the new one came on board.

Gvt did testing with nozzles, how long it took to refuel aircraft etc, to give Primus data needed to propose for additional work.

Gvt told Primus how many aircraft would come on board, how long it would take to refuel them and gvt gave presentation on this.

There's a 1 hour turn around time required to get it refueled on LUH-72.

Gvt gave us timeline of additional aircraft ██████████ may have info on this. Timeline given via email to Primus by unknown person. Gvt wanted Primus proposal for parking lot, security for parking lot, people to operate the trucks, etc. Provided proposal – more than 1. First proposal had parking lot, trucks, people. Next proposal was only for trucks since gvt asked us to take off people and that the parking lot would be provided by gvt. (She will send me both proposals). Rationale for taking people and parking lots off because end of year funds were not available for everything. Only enough money for trucks and it took long lead time to get trucks.

Primus had an interest in the trucks and provided a depreciation schedule, and provided a residual value.

██████████ opinion is that the gvt can have the trucks, gvt just needs to pay residual value. Will try to find number for residual value and send it. Pick up truck added doesn't have to do with the LUH72.

Phasing of LUH 72 plan was anticipated to come in gradually. Primus provided a timeframe that showed all LUH72s would be on board by 2017 and all TH-67s would go away since LUH-72 would be primary trainer. TH67s didn't all go away and not all of the LUH72 came in according to the timeline we were given. To date not all LUH-72s are on board. All Primus proposals and evaluations were based on the timing of the aircraft.

There is a different nozzle tip used to fuel the LUH-72s vs the TH-67s. Fuel trucks can fuel any type of aircraft, they just have to change out the nozzle tip depending on which aircraft was being refueled. Gvt Experts from Huntsville came down and reviewed refuel procedures to determine the best and most efficient way to fuel the 72s and what nozzle was needed.

██████████ was told gvt didn't want to own equipment based on depreciation. COR, KO, KS, G4 were part of the conversation. KO was ██████████, Spec was ██████████, I think COR was on his way to go overseas – ██████████. All were in a meeting together...

Lease vs buy? There may have been some mentioned.... Finding a fuel truck that meets all of the requirements at Rucker. There are specialized things on the truck so it has to go on public roads. These trucks have to be tagged, DOT inspected, and licensed. These trucks can be purchased commercially, but then they have to be modified to meet kt requirements. Type of truck from AF doesn't go over 35 miles per hour on an open road and can't be used.







██████████ Draft Statement, 1100 12/12/17

Job title: Supply Services Division Chief for the Logistics Readiness Center (LRC)

My understanding is that fuel trucks were purchased on this contract because additional LUH-72 aircraft were going to be brought in to replace another aircraft that had a smaller fuel tank. I believe it was G4 or maybe Petroleum, Oils, Lubricants (POL) branch determined that additional fuel trucks needed to meet the mission due to larger fuel tanks on the new aircraft since they carry more fuel. I do not know if it was the contractor, Primus, or G4 who determined that additional fuel tanks were needed.

The COR is in the POL branch. At the time the fuel trucks were added, we were operating on skeleton crew. ██████████, the current COR, came on board sometime later after the trucks were added and wanted to know why the 6 fuel trucks were not being used. G4 purchased these for the contractor because they needed them for the LUH-72 aircraft were being phased in. Ownership of the fuel trucks never transferred to government. The contract was modified to add trucks and then it went back and forth between MICC directors to get the trucks transferred back to the government. I provided an Excel spreadsheet with a lot of documentation to the MICC directors as they came in and out of the temporary assignments to try to help us get the ownership of the trucks resolved. I provided this information it to ██████████, the MICC Rucker Office chief.

I am not aware of any guidance or information sent from Army Materiel Command, Army Sustainment Command or Army Contracting Command that was sent to ██████████. I know ██████████ talked to our Property Book Officer to see what he needed to do with these fuel trucks. At one point he agreed it needed to be GFP but then he changed his mind. He told me changed his mind after further research and reviewing Mod 36 because it was for expended services due to the addition of the LUH-72 aircraft and was not for the purchase of refueling trucks. He told me that the contractor proposal for this modification included fuel trucks and other equipment to account for the expanded services. He stated that the equipment was contractor owned and will continue to be contractor owned. He then withdrew the action to bring the trucks into the government inventory and would not issue them as government property. I tried to ██████████ to provide a formal decision in memo format, as requested by ██████████, so that we could close the loop on this action. ██████████ did not respond back to me. Instead, ██████████ contracted the director, ██████████ by phone and said he would not provide a signed decision memo.

I am not aware of the specifics of any changes to the contract terms and conditions. There were vague mods, **Mod 36 was one of them, and that's all I know about contract portion.**

I did provide my Excel spreadsheet with all of the chronology of events and people to ██████████ in Oct 2015, who was a temporary director, to try to get him to understand what took place so he could make decision on what to do with trucks. We tried several times to get various MICC directors to understand and all of them thought the trucks should be GFP, including ██████████, up to a point then he changed his mind and though the trucks would not be GFP. There seemed to be a continued passing of the baton to each subsequent contracting director. I think there was bad communication and we just wanted to get it right. I do not believe anyone tried to do anything wrong. There was a meeting with COL Daniel, the G8, someone from POL where I provide this Excel spreadsheet. There were several KOs on this contract. ██████████ was involved at one point, but wasn't involved during purchase of the trucks.





To the best of my knowledge, the TH67s replaced by LUH72. They were phased in, but may still not be completely phased. This phase in could be why the fuel trucks were not being used as quickly as planned. I am unaware of the quantity of aircraft replaced on this contract that required refueling.

I was part of meetings with Primus. [REDACTED] was program manager for Primus at that time. I never had any issues with her and worked with her a long time. However, there seemed to be serious personality conflicts between her and [REDACTED]. I was the COR on this contract at one time (around 2006 or 2007) and never had issues with her. She is brash, but so is [REDACTED]. The conflict could have been because he was bringing up issues that were not ever brought up before. [REDACTED] predecessor was deployed to Afghanistan for a long time prior to [REDACTED] arrival.

There was another issue that [REDACTED] and [REDACTED] were involved in regarding nozzles that the Primus was supposed to provide. The KO (name unknown) allowed Primus use them until they got their own. [REDACTED] and [REDACTED] were discussing nozzles and [REDACTED] asked if she could keep them, but then the discussion switched to having to register tags and licenses for the trucks. After that, the relationship deteriorated. I got involved this time due to personality conflicts between COR [REDACTED] and PM [REDACTED]. At that point, we all decided to have involve MICC contracting personnel to handle the issue.

[REDACTED] went outside our command to bring the fuel trucks issue to ASC's attention. There were some from ASC who reviewed information and recommended that the trucks be considered GFP.

At this time, I supervise the POL branch, but TRACOC is actually the requiring activity and that's why G4 is involved. POL people interact Primus and we provide CORs and QAs for the contract. We are only involved due to the fuel testing and we provide the COR and QA.

I previously signed a sworn statement on this issue when [REDACTED] was the investigating officer.

**SWORN STATEMENT**

For use of this form, see AR 190-45; the proponent agency is PMIG.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Title 10, USC Section 301; Title 5, USC Section 2951; E.O. 9397 Social Security Number (SSN).

**PRINCIPAL PURPOSE:** To document potential criminal activity involving the U.S. Army, and to allow Army officials to maintain discipline, law and order through investigation of complaints and incidents.

**ROUTINE USES:** Information provided may be further disclosed to federal, state, local, and foreign government law enforcement agencies, prosecutors, courts, child protective services, victims, witnesses, the Department of Veterans Affairs, and the Office of Personnel Management. Information provided may be used for determinations regarding judicial or non-judicial punishment, other administrative disciplinary actions, security clearances, recruitment, retention, placement, and other personnel actions.

**DISCLOSURE:** Disclosure of your SSN and other information is voluntary.

1. LOCATION Interviewee: Ft. Rucker, Interviewer: Ft Sam Houston	2. DATE (YYYYMMDD) 20171212	3. TIME 1100-1145	4. FILE NUMBER
5. LAST NAME, FIRST NAME, MIDDLE NAME [REDACTED]	6. SSN [REDACTED]	7. GRADE/STATUS GS-13	

8. ORGANIZATION OR ADDRESS  
Army Sustainment Command, B1215 18th Street, Ft Rucker, Alabama 36362

9. I, [REDACTED], WANT TO MAKE THE FOLLOWING STATEMENT UNDER OATH:  
[REDACTED] Draft Statement, 1100 12/12/17

Job title: Supply Services Division Chief for the Logistics Readiness Center (LRC)

My understanding is that fuel trucks were purchased on this contract because additional LUH-72 aircraft were going to be brought in to replace another aircraft that had smaller fuel tanks. I believe it was G4 who determined that additional fuel tanks were needed.

The COR is in the POL branch. At the time the fuel trucks were purchased the COR was [REDACTED] the current COR, came on board sometime later after the trucks were added and wanted to know why the 6 fuel trucks were not being used. G4 purchased these for the contractor because they needed them for the LUH-72 aircraft that were being phased in.

The problem was that ownership of the fuel trucks never transferred to government. The contract was modified to add trucks and then it went back and forth between MICC directors to get the trucks transferred back to the government. I provided an Excel spreadsheet with the history and those involved in the initial requirement. I also provided email traffic to the MICC directors as they came in and out of the temporary assignment to try to the ownership issue resolved. I provided this information to [REDACTED] the current MICC Rucker Director as well.

It possible that another organization provided guidance directly to [REDACTED] but I cannot validate that. I know [REDACTED] talked to our Property Book Officer to see what he needed to do with the fuel trucks. At one point he agreed that they needed to be GFP but then he changed his mind. He told me by way of email that he had conducted further research and determined that Mod 36 was considered an expansion of services due to the addition of the LUH-72 aircraft and was not for the purchase of refueling trucks. He told me that the contractor's proposal for this modification included fuel trucks and other equipment to account for the expanded services. He stated that the equipment was contractor owned and will continue to be contractor owned. He then withdrew the action to bring the trucks into the government inventory and would not issue them as government property. I tried to get [REDACTED] to provide a formal decision in memo format, as requested by [REDACTED] so that we could close the loop on this action. [REDACTED] did not respond back to me. Instead, he contacted our Director, [REDACTED] by phone and said he would not provide a signed decision memo. I assume he believed his email was sufficient.

I am not aware of the specifics of any changes to the contract terms and conditions regarding the trucks. There were vague mods, Mod 36 was one of them.

10. EXHIBIT	11. INITIALS OF PERSON MAKING STATEMENT [REDACTED]	PAGE 1 OF 3 PAGES
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ADDITIONAL PAGES MUST CONTAIN THE HEADING "STATEMENT OF [REDACTED] TAKEN AT [REDACTED] DATED: [REDACTED]"

THE BOTTOM OF EACH ADDITIONAL PAGE MUST BEAR THE INITIALS OF THE PERSON MAKING THE STATEMENT, AND PAGE NUMBER MUST BE INDICATED.



USE THIS PAGE IF NEEDED. IF THIS PAGE IS NOT NEEDED, PLEASE PROCEED TO FINAL PAGE OF THIS FORM.

STATEMENT OF [REDACTED] TAKEN AT 1100 - 1145 DATED 20171212

9. STATEMENT (Continued)

As stated earlier, I provided an Excel spreadsheet with the chronology of events leading up to the purchase including the email traffic to [REDACTED] in Oct 2015 (temporary MICC director), to try to get him to understand what took place so he could make a decision on what to do with the trucks. We [LRC] tried several times to get various MICC directors to understand this situation. All of them thought the trucks should be GFP, including [REDACTED] up to a point when he changed his mind on the subject.

There seemed to be a continued passing of the baton to each subsequent contracting director. I do not believe anyone intentional did anything wrong. I will say that LRC members tried everything we knew IOT do the right thing by the Government and Contractor.

Our original meeting was with [REDACTED] the G8 team, G4 team and POL Branch team. All the chronological data was provided either at that meeting or the follow on.

There were several KOs on this contract. [REDACTED] was involved at one point, but wasn't involved during the purchase of the trucks [as far as I know].

To the best of my knowledge, the TH67s replaced by LUH72. They were phased-in and I don't believe the phase-in is complete. This phase in could be why the fuel trucks were not being used as quickly as planned.

I have been in meetings with the Contractor's PA, [REDACTED] I've never had any issues with her and have worked with her a long time as I was the COR on the refuel contract at one time (around 2006 or 2007). There appears to be a personality conflict with the current COR, [REDACTED] and [REDACTED]. She is brash and so is [REDACTED].

INITIALS OF PERSON MAKING STATEMENT [REDACTED]

PAGE 2 OF 3 PAGES

STATEMENT OF [REDACTED] TAKEN AT 1100-1145 DATED 20171212

9. STATEMENT (Continued)

**AFFIDAVIT**

I, [REDACTED], HAVE READ OR HAVE HAD READ TO ME THIS STATEMENT WHICH BEGINS ON PAGE 1, AND ENDS ON PAGE 3. I FULLY UNDERSTAND THE CONTENTS OF THE ENTIRE STATEMENT MADE BY ME. THE STATEMENT IS TRUE. I HAVE INITIALED ALL CORRECTIONS AND HAVE INITIALED THE BOTTOM OF EACH PAGE CONTAINING THE STATEMENT. I HAVE MADE THIS STATEMENT FREELY WITHOUT HOPE OF BENEFIT OR REWARD, WITHOUT THREAT OF PUNISHMENT, AND WITHOUT COERCION, UNLAWFUL INFLUENCE, OR UNLAWFUL INDUCEMENT.

Chief, Supply Service Specialist

(Signature of Person Making Statement)

WITNESSES:

Subscribed and sworn to before me, a person authorized by law to administer oaths, this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

ORGANIZATION OR ADDRESS

(Signature of Person Administering Oath)

(Typed Name of Person Administering Oath)

5 U.S.C. 303

(Authority To Administer Oaths)

ORGANIZATION OR ADDRESS

INITIALS OF PERSON MAKING STATEMENT

PAGE 3 OF 3 PAGES





**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW:  
**Date:** Monday, December 18, 2017 8:43:41 AM  
**Attachments:** [FW Risk Mitigation for Open Port Hot refueling UH-72's \(11.7 KB\).msg](#)  
[FW D+8 UH-72 Working Group Follow-up \(UNCLASSIFIED\) \(7.62 KB\).msg](#)  
[FW Day 7 - revised estimates USAACE UH-72A Refuel Brief \(UNCLASSIFIED\) \(275 KB\).msg](#)  
[FW first numbers USAACE UH-72A Refuel Brief \(12JUNY14\).pptx \(UNCLAS... \(577 KB\).msg](#)  
[FW initial fact finding CCR \(UNCLASSIFIED\) \(9.56 KB\).msg](#)  
[FW Updated LUH-72 Nozzle Use \(UNCLASSIFIED\) \(7.08 KB\).msg](#)  
[FW Topics to be addressed \(1.85 MB\).msg](#)

---

-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Tuesday, May 02, 2017 10:00 AM  
**To:** [REDACTED] >  
**Subject:**

FYI

---Original Message---

**From:** [REDACTED] CIV USARMY AVNCOE (US)  
**Sent:** Thursday, June 12, 2014 4:30 PM  
**To:** [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] > USARMY (US)  
[REDACTED] > CIV (US)  
< [REDACTED] > CTR USARMY AVNCOE (US)  
< [REDACTED] > CIV USARMY ASC 406 AFSB  
(US) [REDACTED] > CIV (US)  
[REDACTED] >  
**Subject:** RE: UH-72 Working Group Follow-up (UNCLASSIFIED)

Sorry,  
1030 in G-4 Conf Rm.

[REDACTED]  
Deputy G-4  
USAACE G1 / G4

-----Original Appointment-----

**From:** [REDACTED] CIV USARMY AVNCOE (US)  
**Sent:** Thursday, June 12, 2014 4:29 PM  
**To:** [REDACTED] USARMY (US); [REDACTED] CIV (US);  
[REDACTED] CTR USARMY AVNCOE (US); [REDACTED] CIV USARMY ASC  
406 AFSB (US); [REDACTED] CIV (US); [REDACTED] CIV USARMY  
AVNCOE (US)  
**Subject:** UH-72 Working Group Follow-up (UNCLASSIFIED)  
**When:** Friday, June 13, 2014 10:30 AM-11:30 AM (UTC-06:00) Central Time (US &  
Canada).  
**Where:** G-4 Conf Rm

Sorry,  
1030 G-4 Conf Rm.  
ALCON,



K-1



██████████ would like to meet tomorrow to discuss the UH-72A refuel issues, Bldg 5700, Rm 223.

Our COA is directed by the CG and involves increasing the size of the refuel tanker fleet. Anything that reduces the amount of time or the number of gallons to refuel per aircraft will be considered (hot gas point at ██████████, etc.).

██████████. Please get with ██████████ to determine if it would be appropriate for the refuel contractor to attend.

██████████  
Deputy G-4  
USAACE G1 / G4

**CIV USARMY ACC MICC (US)**

---

**To:** Nov 04 2014  
**Subject:** FW: Risk Mitigation for Open Port Hot refueling UH-72's

-----Original Message-----

**From:** [REDACTED] CIV USARMY AVNCOE (US)  
**Sent:** Friday, November 07, 2014 10:41 AM  
**To:** [REDACTED] USARMY AVNCOE (US) [REDACTED]  
**Cc:** [REDACTED] USARMY AVNCOE (US)  
[REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CTR (US)  
[REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] USARMY (US)  
[REDACTED] CW5 USARMY (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
(US)  
**Subject:** RE: Risk Mitigation for Open Port Hot refueling UH-72's  
(UNCLASSIFIED)

SIR,

**WHO:** USAACE; [REDACTED], [REDACTED], [REDACTED], [REDACTED] Other organizations located at Redstone Arsenal will be in attendance; PEO Aviation UH-72A Product Office and AMRDEC; Prototype Integration Facility, and Aviation Engineering Directorate.

**WHAT:** Refuel Nozzle Demonstration for UH-72A to address reduction of refueling time which stems from restricted fuel flow rates due to hardware located in the fuel filler tube on the aircraft. Also, determine feasibility of conducting open port hot refuel operations with the Lakota.

**WHEN:** Thursday, 13 Nov 14 @ 1400 hrs.

**WHERE:** The Demo will be conducted at Madison County Executive Airport (KMDQ) outside of the M4 Hangar. 358 Bolling Road, Meridianville, AL 35759. All interested viewers will have to sign in at the Airport trailer before entering the Airfield.

**WHY:** Refuel time for the UH-72 is approximately 15 minutes aircraft to aircraft. This results in an increase of [REDACTED] for expanded services on the existing Refuel/Defuel Contract. An idea to help reduce refuel times for the LUH came from AMC Huntsville and the USAACE G-4/POL Team for LRC here at Ft Rucker constructed a prototype. The initial testing indicates a decrease in refuel times aircraft to aircraft from 15 minutes to 9 minutes, a 60% improvement. This potentially reduces the additional refuel services from [REDACTED] to [REDACTED]. The Demo is an independently hosted effort conducted by the Prototype Integration Facility of AMRDEC.

**POC:** PM UH-72A contact is [REDACTED] at (256) 337-6917 (C); [REDACTED]



(256) 313-1166 (Office)  
Office

[REDACTED]  
Deputy G-4  
USAACE G1 / G4

-----Original Message-----

From: [REDACTED] MAJ USARMY AVNCOE (US)  
Sent: Thursday, November 06, 2014 5:26 PM  
To: [REDACTED] CIV USARMY AVNCOE (US); [REDACTED] CIV USARMY AVNCOE (US)  
Cc: [REDACTED] CW5 USARMY AVNCOE (US)  
Subject: RE: Risk Mitigation for Open Port Hot refueling UH-72's (UNCLASSIFIED)

[REDACTED],  
DAC [REDACTED] will go on the trip.

What are the 5 Ws for the event that I can support a mission to Huntsville?

[REDACTED], AV  
110 Aviation Brigade S-3

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Thursday, November 06, 2014 8:36 AM  
To: [REDACTED] MAJ USARMY AVNCOE (US)  
Subject: RE: Risk Mitigation for Open Port Hot refueling UH-72's (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: NONE

[REDACTED],  
There are three people plus someone from the unit that will be going;

[REDACTED] - G4  
[REDACTED] - POL  
[REDACTED] - ABSO  
[REDACTED] ? - 110th

Or would you prefer someone else, Safety, STDZ, CW5 Thornhill? What is the chance of getting a flight? 5%?  
I will call later this am.

[REDACTED]  
Deputy G-4

USAACE G1 / G4

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Thursday, November 06, 2014 7:47 AM  
To: [REDACTED] CIV USARMY AVNCOE (US)  
Subject: FW: Risk Mitigation for Open Port Hot refueling UH-72's  
(UNCLASSIFIED)

[REDACTED]  
My boss wants me on the team, please keep me abreast of  
progress/developments. V/R [REDACTED]

[REDACTED]  
Air Safety Specialist  
CH-47, Attack, Reconnaissance and  
Training Helicopters

-----Original Message-----

From: [REDACTED] CW5 USARMY (US)  
Sent: Wednesday, November 05, 2014 3:59 PM  
To: [REDACTED] CIV USARMY AVNCOE (US)  
Subject: FW: Risk Mitigation for Open Port Hot refueling UH-72's  
(UNCLASSIFIED)

[REDACTED]  
I want you on the team. See what it will take.

[REDACTED]  
Director - Aviation Branch Safety Office  
United States Army Aviation Center of Excellence

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Wednesday, November 05, 2014 12:09 PM  
To: [REDACTED] CIV USARMY AVNCOE (US); [REDACTED] CIV USARMY  
AVNCOE (US); [REDACTED] USARMY AVNCOE (US); [REDACTED]  
CW5 USARMY (US)  
Cc: [REDACTED] USARMY (US); [REDACTED] USARMY  
AVNCOE (US); [REDACTED] CIV USARMY AVNCOE (US)  
Subject: RE: Risk Mitigation for Open Port Hot refueling UH-72's  
(UNCLASSIFIED)

Concur--Do you want a 110th rep to attend? If so, coordinate w/ [REDACTED]

[REDACTED]  
Dir, G3/USAACE Flight Training

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Wednesday, November 05, 2014 11:13 AM  
To: [REDACTED] CIV USARMY AVNCOE (US); [REDACTED]  
USARMY AVNCOE (US); [REDACTED] USARMY (US)  
Cc: [REDACTED] USARMY (US); [REDACTED] CIV USARMY  
AVNCOE (US)  
Subject: RE: Risk Mitigation for Open Port Hot refueling UH-72's  
(UNCLASSIFIED)

Gentlemen,

I recommend a team from USAACE go to Huntsville next week so we can finalize this refuel issue for both the nozzle and hot gas. Regardless, G-4 and POL will attend the test whenever it is rescheduled.

The UH-72 Product Office received some preliminary hot refuel procedures from Airbus - Deutschland. They leveraged their response to a prior request from a French operator of the EC-145. They want to ensure this is vetted with AED and other stakeholders in Huntsville to ensure everyone has the opportunity to provide input and would prefer to have AED's comments prior to sending out the commercial refuel procedures. AED has requested to attend the adapter testing prior to providing comments in case the adapter were to be used in conjunction with hot refueling.

[REDACTED] is adamant that hot refuel is essential to UH-72 flight operations. Hot refuel is a command decision supported by risk mitigation analysis from the safety experts. As you can see in the attached email, the appropriate SME's will be available at this nozzle test next week and is THE opportunity for all stakeholders to properly assess risk, requirements, and procedures.

[REDACTED]  
Deputy G-4  
USAACE G1 / G4

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Tuesday, November 04, 2014 1:49 PM  
To: [REDACTED] CIV USARMY AVNCOE (US)  
Cc: [REDACTED] CW5 USARMY (US)  
Subject: Risk Mitigation for Open Port Hot refueling UH-72's (UNCLASSIFIED)

[REDACTED],  
seems to think there is no way to accomplish the flight training mission without doing hot refuel. In our conversation he mentioned mitigation efforts you all and Airbus engineering had developed. Please provide any information that can be used for the Deliberate Risk Assessment Worksheet as soon as possible so we can get it prepared for the CG's signature. R/S [REDACTED]

[REDACTED]  
Air Safety Specialist



CH-47, Attack, Reconnaissance and  
Training Helicopters  
Aviation Branch Safety



**CIV USARMY ACC MICC (US)**

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**To:** June 13 2014  
**Subject:** FW: D+8 : UH-72 Working Group Follow-up (UNCLASSIFIED)

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Thursday, June 12, 2014 4:30 PM  
To: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] USARMY (US)  
[REDACTED] CIV (US)  
[REDACTED] CTR USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
(US) [REDACTED] CIV (US)

Subject: RE: UH-72 Working Group Follow-up (UNCLASSIFIED)

Sorry,  
1030 in G-4 Conf Rm.

[REDACTED]  
Deputy G-4  
USAAACE G1 / G4

-----Original Appointment-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Thursday, June 12, 2014 4:29 PM  
To: [REDACTED] LTC USARMY (US); [REDACTED] CIV (US);  
[REDACTED] CTR USARMY AVNCOE (US); [REDACTED] CIV USARMY ASC  
406 AFSB (US); [REDACTED] CIV (US); [REDACTED] CIV USARMY  
AVNCOE (US)  
Subject: UH-72 Working Group Follow-up (UNCLASSIFIED)  
When: Friday, June 13, 2014 10:30 AM-11:30 AM (UTC-06:00) Central Time (US &  
Canada).  
Where: G-4 Conf Rm

Sorry,  
1030 G-4 Conf Rm.  
ALCON,

[REDACTED] would like to meet tomorrow to discuss the UH-72A refuel issues,  
Bldg 5700, Rm 223.

Our COA is directed by the CG and involves increasing the size of the refuel  
tanker fleet. Anything that reduces the amount of time or the number of  
gallons to refuel per aircraft will be considered (hot gas point at Cairns,  
etc.).

[REDACTED], Please get with [REDACTED] to determine if it would be  
appropriate for the refuel contractor to attend.





(  
[REDACTED]  
Deputy G-4  
USACE G1 / G4





**CIV USARMY ACC MICC (US)**

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**To:** June 10 2014  
**Subject:** FW: Day 7 - revised estimates: USAACE UH-72A Refuel Brief (UNCLASSIFIED)  
**Attachments:** USAACE UH-72A Refuel Brief (12JUNY14).pptx

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)  
Sent: Tuesday, June 10, 2014 7:06 PM  
To: [REDACTED] USARMY (US)  
[REDACTED] CIV USARMY AVNCOE  
(US) [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
(US) [REDACTED] CTR USARMY AVNCOE  
(US) [REDACTED] USARMY (US)  
[REDACTED] CIV USARMY AVNCOE (US)

Subject: USAACE UH-72A Refuel Brief (UNCLASSIFIED)

SIR,

Updated slides.

[REDACTED]  
Deputy G-4  
USAACE G1 / G4





# USAACE

## UH-72A Integration

JUNE 14

5-4







# Facts

## UH-72A Refuel Operations

- Total fuel 229 gals
- Not hot refuel capable
- CCR/D-1 aperture NOT installed
- Open port gravity feed only
- 9 minutes to refuel usable load

(al) (refuel o

•60 minutes P – Hot gas con transition

•Refuel Tanker Fleet (Contractor Owned)

•43 tankers to 2,000 gal and 3ea 3,000 gal

•Cairns tanker fleet 10ea 3,000gal at endstate

•8 of 10 tankers available during transition

•Average capacity 2363 gal/tanker

## TH-67 Comparison

- Total fuel 82 gals
- Hot refuel capable (waiver)
- CCR/D-1 aperture NOT installed
- Open port hot refuel
- 6 minutes to refuel usable load

(aircraft ra







# Assumptions



- **Contract Re-compete** – when change in scope exceeds 20% (\$2.4m)
- **UH-72A REFUEL OPERATIONS**
  - Refuel time of 12 minutes (aircraft to aircraft)
  - 190 gals for training profile
  - Flight profile different from Flatiron and Operators Manual and will increase fuel usage
  - Hot refuel no longer required at UH-72 Stagefields (Alcon, Roth, Lucas Hbluff)
  - 82 la [redacted] /period [redacted] firm [redacted] @Har [redacted]
- **REFUEL OPERATIONS C [redacted]**
  - [redacted] /Hr Refuel Crew at [redacted] nt [redacted]
    - 2080/hrs/yr [redacted]
    - [redacted] cost each additional tanker
      - 5 months production lead time





# REFUEL COA 1

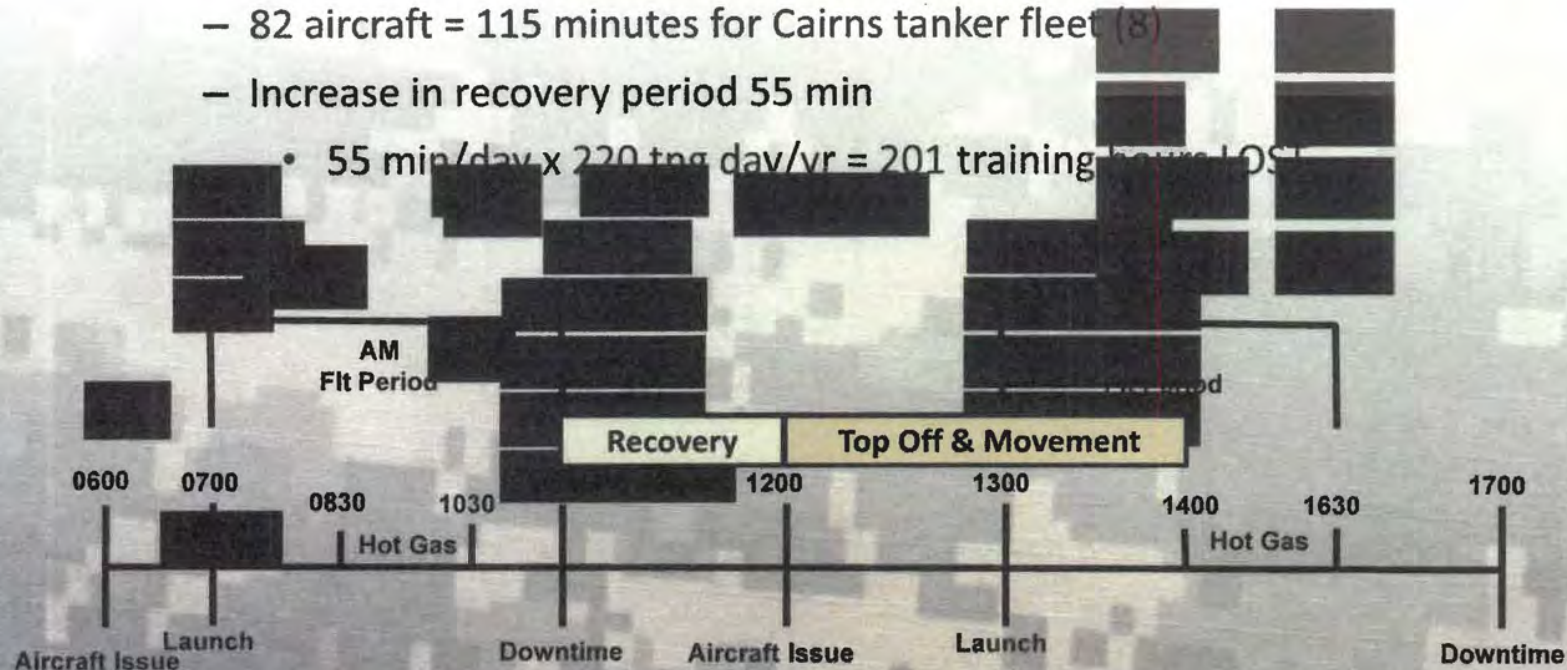
## (INCREASE RECOVERY PERIOD)



- Refuel Operations with Existing Tanker Fleet

- At 12 min refuel time/aircraft to aircraft
- 984 min total for recovery period
- 82 aircraft = 115 minutes for Cairns tanker fleet (8)
- Increase in recovery period 55 min

- $55 \text{ min/day} \times 220 \text{ tng day/yr} = 201 \text{ training hours LOST}$



\* 2 NOV thru 14 JAN Sunset prior to 1700







# REFUEL COA 2

## (INCREASE TANKER FLEET)



- Refuel Operations with Additional Resources

- 12 min refuel time/aircraft to aircraft
- 984 min total for recovery period
- +8 tankers added to Cairns tanker fleet

Crews x [redacted] x [redacted] = [redacted]

procurement cost

- Estimate [redacted] 3 option year [redacted] (number of contract)







# REFUEL COA 3

## (INCREASE TIME & TANKERS)



- Refuel Operations with Hybrid Solution

Extend Recovery      Procure Tankers      <Tng Hrs / 1yr Cost / 3 yr Cost

– 55 min

0 Tankers

201hrs

– 40 min

2 Tankers

146hrs

– 30 min

3 Tankers

110hrs

– 15 min

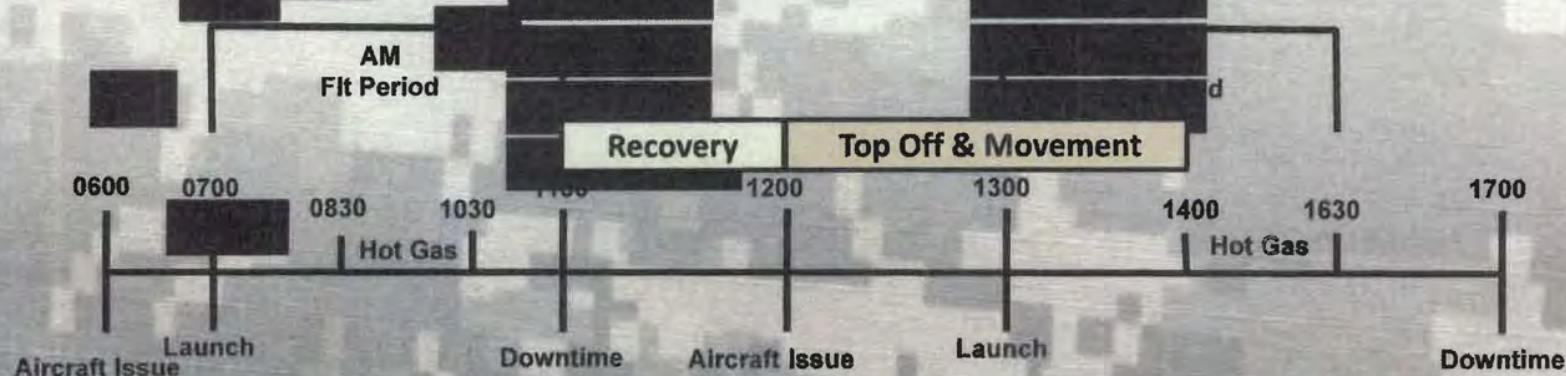
5 Tankers

55hrs

– 10 min

6 Tankers

30hrs



\* 2 NOV thru 14 JAN Sunset prior to 1700





# Formulas



## Minimum Reserve

2 min

38 gal

## Restricted Flow

5min

142 gal

First 104 gal (3min)

## Top Off

11min

216 gal

Last 74 gal (6min)

- 12min x 82a/c = 984 min
- 10 tankers x 2363gal = 23,630 gal capacity (18,904 during transition)
- 12 a/c per tanker (2363/190=12.4)
- [redacted] Driver + [redacted] = [redacted] premium rate [redacted] (r)
- [redacted] 2080 CME = [redacted] x # POL crews = [redacted]
- [redacted] x # tankers = [redacted]





**CIV USARMY ACC MICC (US)**

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**To:** June 06 2014  
**Subject:** FW: first numbers : USAACE UH-72A Refuel Brief (12JUNY14).pptx (UNCLASSIFIED)  
**Attachments:** USAACE UH-72A Refuel Brief (12JUNY14).pptx

-----Original Message-----

**From:** [REDACTED] CIV USARMY AVNCOE (US)  
**Sent:** Friday, June 06, 2014 3:51 PM  
**To:** [REDACTED] CIV USARMY ASC 406 AFSB (US)  
[REDACTED]; [REDACTED] CTR USARMY AVNCOE (US)  
**Subject:** USAACE UH-72A Refuel Brief (12JUNY14).pptx (UNCLASSIFIED)

Draft for Monday

[REDACTED]  
Deputy G-4  
USAACE G1 / G4







# USAACE

## UH-72A Integration

12 JUNE 14

K-7





# Facts



- **UH-72A Refuel Operations**

- Total fuel 229 gals
- No Hot Refuel
- CCR/D-1 aperture not installed
- Open port gravity feed only
- 9 minutes to refuel usable load (does not factor movement A/C to A/C)

- **TH-67 Comparison**

- Total fuel 82 gals
- Hot refuel capable (waiver)
- C [redacted] nozzle [redacted] installed [redacted]
- 6 min [redacted] refuel usable load (aircraft to aircraft)

- **60 minutes Recover [redacted] [redacted]**

- **Refuel [redacted] Fleet**

- 43 tankers total (40ea 3,000 gal and 3ea 5,000 gal)
- Cairns tanker fleet 10ea 3,000gal
- Average capacity 2363 gal/tanker







# Assumptions



- **UH-72A REFUEL OPERATIONS**

- Refuel time of 14 minutes
- 190 gals
- Flight profile different from Flatiron and Operators Manual and will increase fuel usage
- Hot refuel no longer required at UH-72 Stagefields (Allen, Toth, Lucas, Hbluff)
- 82 launches/period @ Carins; 28 launches/period @ Hanchey

- **REFUEL OPERATIONS COSTS**

- ~ [REDACTED] Refuel Crew and Equipment [REDACTED]
  - 1760 hrs/yr
  - 7 Crews x [REDACTED] 1760 = [REDACTED]
- [REDACTED] cost each additional tanker
  - 5 months production lead time







# REFUEL COA 1



- Refuel Operations with Existing Resources

- At 12 min refuel time/aircraft to aircraft

- 984 min total for recovery period

- 50 aircraft per Cairns tanker fleet

- 38 min incre [REDACTED] n recove [REDACTED]

- 38 [REDACTED] pd/day = 76 min/day

- 76 min/day [REDACTED] tng d [REDACTED] 278 hours LOST

[REDACTED]





# REFUEL COA 2



- Refuel Operations with Additional Resources

- 12 min refuel time/aircraft to aircraft
- 984 min total for recovery period
- +6 tankers added to Cairns tanker fleet

- 6 Crews x [REDACTED] x 1760 = [REDACTED]
- ~ [REDACTED] procurement cost
- Estimate [REDACTED] over n [REDACTED] ½ years (remainder of contract)







# REFUEL COA 3



- Refuel Operations with Modification to Aircraft

- Testing
- Certification
- Costs
- Timeline



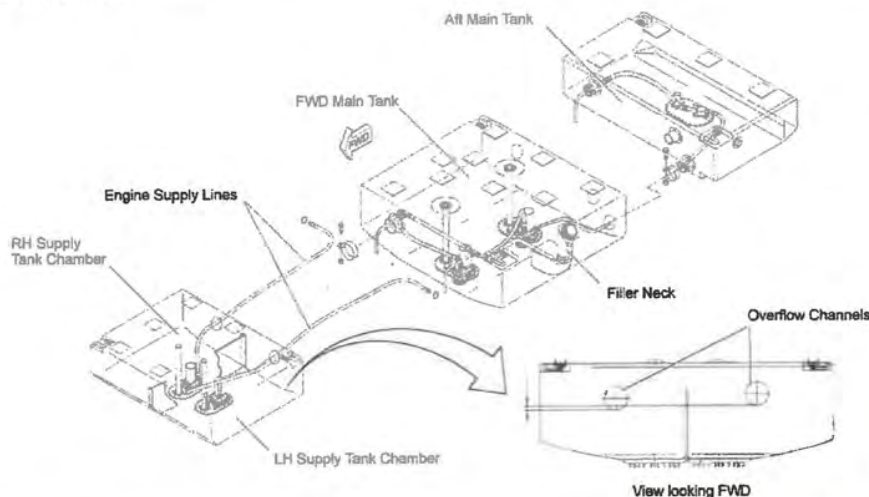






# Closed Circuit Refueling (CCR)

Fuel Storage System

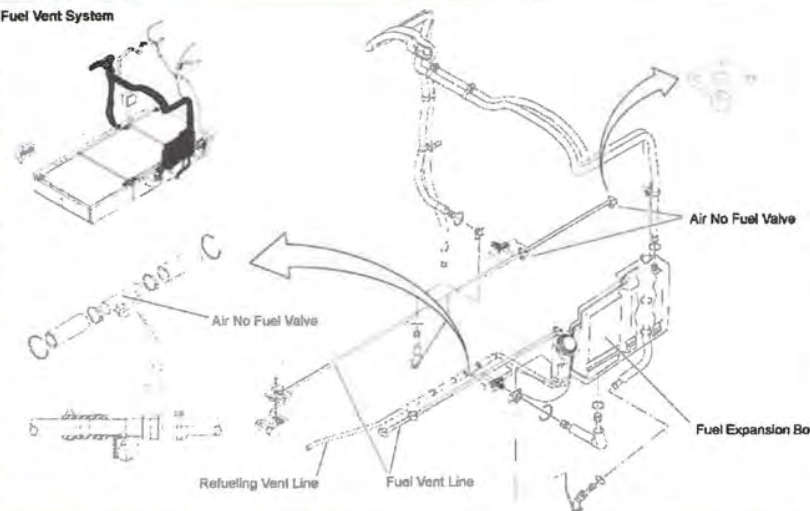


- Closed port refueling was a tradable attribute in the CPD
- Current UH-72A fuel system is incompatible with CCR

• Modifying the UH-72A to allow CCR would require redesign of the fuel system and re-certification by the FAA

• Recertification would be a prohibitively expensive 2-year process

Fuel Vent System





**CIV USARMY ACC MICC (US)**

**To:** June 04 2014  
**Subject:** FW: initial fact finding : CCR (UNCLASSIFIED)

-----Original Message-----

**From:** [REDACTED] USARMY (US)  
**Sent:** Wednesday, June 04, 2014 4:32 PM  
**To:** [REDACTED] CIV USARMY AVNCOE (US) [REDACTED]  
**Cc:** [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
(US) [REDACTED] USARMY (US)  
**Subject:** RE: CCR (UNCLASSIFIED)

[REDACTED],  
We met earlier today with [REDACTED] and [REDACTED] from the LRC POL Branch. They provided some more data on the LUH refuel system and number on refueling requirements for TH-67 VS LUH. [REDACTED] is working on a presentation as tasked by G3 last week.

- According to [REDACTED], an engineer in the Huntsville Value Engineering office [REDACTED] - government rep) mentioned that AEDS has developed a closed circuit refueling system, albeit not Army tested or certified. We asked for the POC information to verify this and put them in touch with TCM Lift/PEO AVN.

- The refuelers has done some test of how long it takes to refuel an LUH but there was no specific direction. I re-engaged POL and 110th today and they have coordinated for tomorrow at 0900 to do a full defuel, fuel to 20 minutes reserve level, and start the timing from that point on. They will time the refuel ops through different stages (point where a/c starts burping and they have to slow fuel rate, etc).

- As I mentioned last week, [REDACTED] did some rough numbers based on a possible increase in the tanker fleet size and corresponding personnel and the [REDACTED] that he estimated are only for annual sustainment costs (additional crews and maintenance costs). This doesn't include the cost of procuring additional tankers which could be as much as [REDACTED] (12 to 14 tankers).

- And finally and also very important, if all these requirements equate to a more than a 20% change in the scope of the current contract, that may drive a renegotiation (least desirable COA at this time).

This is our approach:

COA 1: Modify A/C with Closed Circuit Aperture Impact: Cost per





aircraft to modify

COA 2: Increase refuel fleet

Impact: Cost per

refuel team/tanker increase cost of contract

COA 3: Increase Recovery Time during launches Impact: Increased training time

[REDACTED]  
[REDACTED], AV  
Director, G-1/G-4, USAACE

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)

Sent: Wednesday, June 04, 2014 3:50 PM

To: [REDACTED] USARMY (US); [REDACTED] USARMY (US)

Cc: [REDACTED] CIV USARMY AVNCOE (US); [REDACTED] USARMY AVNCOE (US)

Subject: RE: CCR (UNCLASSIFIED)

Any update from today's WG?

[REDACTED]  
Dir, USAACE Flight Training

-----Original Message-----

From: [REDACTED] USARMY (US)

Sent: Wednesday, June 04, 2014 8:26 AM

To: [REDACTED] CIV USARMY AVNCOE (US); [REDACTED] USARMY (US)

Cc: [REDACTED] CIV USARMY AVNCOE (US)

Subject: RE: CCR (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

[REDACTED], we are meeting again with the POL chief at 0830 today; I'll send you a note right after our meeting.

It takes approx 6 mins to pump 100 gals, the problem is the refuel flow rate slows down as you get more gas since the a/c spits fuel regularly. Time also depends on the refuel profile at time of refueling (20 min reserve, top off, etc). MTF later today.

[REDACTED]  
[REDACTED]  
[REDACTED], AV  
Director, G-1/G-4, USAACE

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)

Sent: Wednesday, June 04, 2014 7:22 AM

To: [REDACTED] USARMY (US); [REDACTED] USARMY





(US)

Subject: FW: CCR (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

???

██████████  
Dir, USAACE Flight Training

-----Original Message-----

From: ██████████ CTR USARMY PEO AVN (US)

Sent: Wednesday, June 04, 2014 6:59 AM

To: ██████████ CIV USARMY AVNCOE (US); ██████████ CIV USARMY  
AVNCOE (US); ██████████ CIV USARMY AMCOM (US); ██████████ CIV  
USARMY AMCOM (US)

Subject: CCR

██████████ would like to know the results of your test on timing how long it  
takes to refuel a UH-72 Jud McCrary UH-72A Product Office (S3 Inc.)



**CIV USARMY ACC MICC (US)**

---

**To:** Jun 02 2015  
**Subject:** FW: Updated LUH-72 Nozzle Use (UNCLASSIFIED)

-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Tuesday, June 02, 2015 2:14 PM  
**To:** [REDACTED] CIV USARMY AVNCOE (US)  
**Cc:** [REDACTED]; [REDACTED] CTR (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
(US) [REDACTED] CIV USARMY HQDA  
ACA (US) [REDACTED]  
**Subject:** Updated LUH-72 Nozzle Use (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

[REDACTED]  
[REDACTED] was asking what the status is on the use of the new nozzle we modified for use on the LUH-72 aircraft? Are we going to allow them to use the nozzle that we used for the test a couple of weeks ago on the e the 72 aircraft?

Please advise if you can on the direction that we need to proceed on in this matter. Would like to get this added or changed into our next option period which starts in Dec 2015.

VR [REDACTED]

[REDACTED]  
POL Branch, QAE

K-9





**CIV USARMY ACC MICC (US)**

---

**To:** Sept 10 2015  
**Subject:** FW: Topics to be addressed  
**Attachments:** Attachment2.doc; Attachment3.doc; Attachment4.doc; Attachment5.doc;  
Attachment6.doc; Attachment7.doc; Attachment8.doc

-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Thursday, September 10, 2015 2:44 PM  
**To:** [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED]  
**Subject:** Topics to be addressed

[REDACTED],  
Here are some attachments you might want to look over and lets update them  
as necessary .

VR [REDACTED]

[REDACTED]  
POL Branch, QAE

K-10





## Attachment #6: List of Supported Aircraft

### LIST OF SUPPORTED AIRCRAFT\*

<u>FORT RUCKER</u>	<u>CURRENT NUMBER</u>	<u>TRANSIENT**</u>
C-12	8	C-7
OH-58	178	C-12
UH-1	92	OV-1D
UH-60	71	H3
CH-47	31	CH-53
AH-64	103	CH-54
TH-67	147	C-141
UH-72	12	

\*AIRCRAFT TYPES OTHER THAN THOSE LISTED MAY REQUIRE REFUEL/DEFUEL SUPPORT FROM TIME TO TIME ON A TRANSIENT BASIS. OTHER TYPES OF AIRCRAFT MAY BE ADDED WITHOUT CHANGING CONTRACT PRICE.

\*\*TRANSIENT AIRCRAFT AVERAGE 3 DAILY MONDAY THROUGH FRIDAY DURING THE HOURS OF 7:30 AM - 5:00PM. OCCASIONALLY, TRANSIENT AIRCRAFT REQUIRE REFUEL AT TIMES OTHER THAN 7:30 AM - 5:00 PM MONDAY THROUGH FRIDAY. TRANSIENT FIXED WING OCCUR AT CAIRNS ONLY. TRANSIENT ROTARY WING MAY LAND AT ANY BASEFIELD AND INCLUDE AIRFRAMES LISTED AS FORT RUCKER BASED.

K-11



## Attachment #2: Basefields

### REQUIRED COLD REFUEL LOCATIONS/SERVICES

BASEFIELDS			
LOCATION	AIRCRAFT TYPE ALL PERIODS	MINIMUM DAILY OPERATING HOURS	MINIMUM NUMBER DAYS PER WEEK
CAIRNS	UH-1/TH-1 C-12 OH-58 AH-64 UH-60 TH-67 LUH-72	0001-2400 (24 HOURS)	7
HANCHEY	AH-64 OH-58	0001-2400 (24 HOURS)	5 (MONDAY THROUGH FRIDAY)
LOWE	UH-1 OH-58 UH-60	0001-2400 (24 HOURS)	5 (MONDAY THROUGH FRIDAY)
KNOX	CH-47 MI-17	0001-2400 (24 HOURS)	5 (MONDAY THROUGH FRIDAY)
SHELL	OH-58 TH-67	0001-2400 (24 HOURS)	5 (MONDAY THROUGH FRIDAY)





## Attachment #5: Mogas and Diesel Deliveries

### Mogas and Diesel Deliveries

The delivery of Mogas is done on a weekly basis at Lowe Field, Hanchey Field, and Cairns Field. These three fields each have 3000 gallon tanks for Mogas. A reading of the level of fuel in the tanks must be taken on a weekly basis to determine the amount of fuel required. The tanks at Lowe Field and Cairns Field have gauges that give a direct reading as to the number of inches remaining in the tank. The tank at Hanchey Field needs to be checked with a Fuel Measurement Stick.

The Mogas tank at Knox Field is a 1000 gallon tank. Delivery to Knox Field is usually every 2 to 3 weeks. A reading is done with a stick to determine the level of Mogas available. The Service Attendants perform reading at each field location.

The Mogas tank at Molinelli Field is a 500 gallon tank and delivery is on an as needed basis.

Below is a list of the average amount of Mogas deliveries for each of the fields.

Lowe Field at Ft. Rucker - 1/week approx. 1500 - 2000 gallons

Hanchey Field at Ft. Rucker - 1/week approx. 1500 - 2000 gallons

Cairns Field at Ft. Rucker - 1/week approx. 1000 - 1500 gallons

Knox Field East at Ft. Rucker - 2/month approx. 500 - 800 gallons

Molinelli Field at Ft. Rucker - as needed approx. 300 - 500 gallons

AIRFIELD	TELEPHONE NUMBER
CAIRNS	598-0573
LOWE	598-0610
HANCHEY	598-0662
KNOX	598-0595
MOLINELLI	774-7972





Along with Mogas deliveries to the above listed airfields, diesel fuel is also delivered to all except Molinelli Field. Each of these fields has a 500 gallon diesel fuel tank. Delivery is on an as needed basis, which is approximately once every 3 to 4 months. With the addition of the New Wash-A-Plane Systems, which use diesel fuel and the addition of diesel operated vehicles, this field requirement will increase.

**On average, the delivery of approximately 750 gallons of diesel fuel is split between Lowe, Hanchey, Cairns, and Knox East every 3 to 4 months.**

There are also a number of stage fields at which there is a vehicle that needs Mogas. Below are the locations, the average amount of Mogas delivered and the approximately time period between deliveries.

Stagefield	Location	Phone	Average fuel	Time between deliveries
Ech	Ft. Rucker, AL	255-2374	15 to 30 gallons	1/week
Hunt	County Road 18	299-3561	15 to 25 gallons	1/2 weeks
Hooper	St. Rt. 249	255-3365	15 to 25 gallons	1/3 weeks
Brown	County Road 515	255-9200	15 to 25 gallons	1/3 weeks
Skelly	County Road 427	565-3211	15 to 25 gallons	1/month
Lucas	St. Rt. 87	255-9487	15 to 25 gallons	1/2 months
Toth	County Road 32	692-3431	15 to 25 gallons	1/2 months
Allen	County Road 2	692-5552	15 to 25 gallons	As needed
HighBluff	County Road 41	588-3341	15 to 25 gallons	As needed
Goldberg	County Road 16	795-6767	15 to 25 gallons	As needed
Stinson	County Road 525	255-1222	15 to 25 gallons	As needed
Runkle	County Road 417	255-9207		
HighFalls	County Road 16	Inactive		
Tac X	County Road 40	Inactive		

These are the stagefields that are in current operation at the present time.



## Attachment #4: Minimum Quantities of Aviation Fuel

### MINIMUM QUANTITIES OF AVIATION FUEL REQUIRED TO BE ON HAND

#### AT ALL TIMES DURING HOURS OF OPERATION BY STAGEFIELD

LOCATION	MINIMUM GALLONS REQUIRED ON HAND	TYPE FUEL	REFUELING METHOD
ALLEN	500	JP8	HOT
BROWN	500	JP8	HOT
ECH	500	JP8	HOT
GOLDBERG	500	JP8	HOT
HANCHEY (Warm*)	500	JP8	WARM
HIGHBLUFF	500	JP8	HOT
HOOPER	500	JP8	HOT
HUNT	500	JP8	HOT
KNOX (Hot)	500	JP8	HOT
LOUISVILLE	Low Level Alarm	JP8	HOT
LUCAS	500	JP8	HOT
RUNKLE	500	JP8	HOT
SKELLY	500	JP8	HOT
STINSON	500	JP8	HOT
TABERNACLE	500	JP8	HOT
TOTH	500	JP8	HOT

\* Hanchey Warm Service may move to Hatch Field. The same standards apply.





**ATTACHMENT #8: Collective Bargaining Agreement**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**Arctic Slope World Services**

**ASWS**

**Refuel/Defuel Services**

**Fort Rucker, Alabama**

**AND THE**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND**

**AEROSPACE WORKERS, AFL-CIO**

**LOCAL LOGDE NO. 2003**

**Daleville, Alabama**

**August 2, 2009 Through July 31, 2012**

K-15





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#### APPENDIX A JOB DESCRIPTIONS

## AGREEMENT

This Collective Bargaining Agreement ("Agreement") is made and entered into this August 2, 2009 by and between Arctic Slope World Services (ASWS) Fort Rucker Division (herein "Company"), and International Association of Machinists (IAM) and Aerospace Workers, AFL/CIO and its Local Lodge No. 2003 (herein "Union") as representative for the purpose of collective bargaining of the employees hereinafter defined, located at Ft. Rucker, Alabama. Said parties agree as follows:

- (a) The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances and to stabilize employment relations for the duration of this Agreement.
- (b) The term "Employee" or "Employees" as used in this Agreement (except where the context clearly indicates otherwise) shall mean an employee or employees of the Company within the bargaining unit described in the Recognition Article and this Agreement shall apply only to such employees. Any terms denoting the masculine gender used herein such as "he" or "his" shall refer to both male and female employees of the Company.
- (c) This Agreement shall constitute the entire agreement between the parties and can be changed or modified only by a document in writing signed on behalf of both parties hereto.
- (d) No past practice or agreements prior to the effective date of this Collective Bargaining Agreement shall be binding upon the Company or Union.
- (e) The parties acknowledge that the work performed under this Agreement is pursuant to a contract between the Company and an agency of the U.S. Government (herein "Government"). The parties recognize that the Company is required at all times to fully meet its obligations as a federal government contractor, to comply with all laws applicable to its work performed under this Agreement and to comply with the terms of any Company contract(s) with the Government.



## **ARTICLE 1 RECOGNITION**

Arctic Slope World Services (ASWS) Fort Rucker Division recognizes Local Lodge No. 2003, International Association of Machinists and Aerospace Workers, AFL/CIO, as the exclusive collective bargaining representative for the following bargaining unit:

All the Company's full-time and regular part-time refueling and maintenance employees, including refuelers, leadman and mechanics employed by the Company at its Fort Rucker, Alabama locations, but excluding all receiving clerks, and office clerical employees, professional employees, guards, and supervisors as defined in the NLRA, and all other personnel.

## **ARTICLE 2 MANAGEMENT RIGHTS**

- (a) The Company and the Union agree it is the function and right of the Company to exercise its own judgment, discretion and prerogatives in developing processes, procedures and standards to meet the work requirements, Government specifications, customer acceptance and to meet competition in order that its business is secure, its profits assured and jobs and wages protected.
- (b) Except insofar as it is specifically abridged by express provisions of this Agreement, the management of facilities and equipment, and direction and supervision of employees are vested in the Company. This includes but is not limited to, the right to hire, assign, transfer, promote, reclassify, suspend for just cause, discipline for just cause, or discharge for just cause, making of reasonable rules and regulations not in direct conflict with the terms of this Agreement, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees provided that this will not be used for the purpose of discrimination against any employee as defined in paragraph (g) of Article 2.
- (c) Rules and regulations shall be enforced consistently. The Union and employees shall be notified prior to the institution of new rules and regulations. The implementation of new rules and regulations shall not be subject to the grievance procedure. However, the Union shall have the right to protest through the grievance procedure the extent of any penalty levied against employees for any alleged violation of such rules and regulations.
- (d) Management at its sole and exclusive discretion shall determine the size of the workforce, including the number of employees assigned to any particular operation, and to establish and modify, as needed, its policies concerning the selection of employees and job qualifications; to subcontract the work in whole or in part, as to vehicle and equipment maintenance; to establish or abolish job classifications, departments or operations; to change or combine departments or operations, to determine the work place and work performance levels, including the starting and quitting times and the number of hours in

any one day, or week, and shifts to be worked; and to determine when overtime shall be worked and, if so, to what extent.

- (e) All other rights traditionally exercised by management also are expressly reserved, even though not enumerated above, except insofar as it is specifically abridged by express provisions of this Agreement.
- (f) The failure of the Company to exercise any function or right reserved to it hereunder, or the exercise of any function or right in a particular way, shall not constitute a waiver of the Company's authority to exercise such right or function or to exercise same in some other way not in express conflict with a provision of this Agreement.
- (g) There shall be no discrimination with regard to hires, tenures, terms or conditions of employment because of race, color, sex, marital status, religion, disability or national origin. Any action or conduct that does not constitute actionable discrimination under federal or state employment laws shall not constitute discrimination under this Agreement.
- (h) The waiver of any breach or condition of this agreement shall not constitute a precedent for any further waiver of such breach or condition.

### ARTICLE 3 WAGE AND HOURS

#### 3.1 Employee Classifications and Wages

Category	Effective 01 October 2009	Effective 01 October 2010	Effective 01 October 2011
<b>Refueler Base Hourly Rate</b>			
2 Years	<b>\$19.25</b>	<b>\$20.02</b>	<b>\$20.82</b>
1 Year	<b>\$17.87</b>	<b>\$18.58</b>	<b>\$19.32</b>
Start	<b>\$16.54</b>	<b>\$17.20</b>	<b>\$17.89</b>
<b>Heavy Equipment Mechanic and Fuel System Distribution Mechanic Base Hourly Rate</b>			
2 Years	<b>\$27.11</b>	<b>\$28.19</b>	<b>\$29.32</b>
1 Year	<b>\$25.11</b>	<b>\$26.11</b>	<b>\$27.15</b>
Start	<b>\$23.13</b>	<b>\$24.06</b>	<b>\$25.02</b>

- (a) Annual pay increases will effect all employees. Employees with less than one year of employment will receive the new start rate of pay.

- (b) Transfer into Heavy Equipment Mechanic or Fuel Distribution Mechanic will begin at the starting rate of pay.
- (c) All employees specifically assigned and designated in writing as Lead person will be paid a bonus of \$1.00 per hour. Temporary Lead personnel shall receive the same bonus for all hours specifically assigned in writing and worked as a Lead person.
- (d) An employee who changes classifications to a lower classification will be slotted into the appropriate rate of pay based on the employee's years of service. An employee who transfers to a higher classification will be paid the minimum rate of the higher classification.

### **3.2 Shift Differential**

- (a) An employee assigned to and begins work on the second shift shall be paid a bonus of \$0.60 per hour shift differential.
- (b) An employee assigned to and begins work on the third shift shall be paid a bonus of \$0.85 per hour shift differential.

### **3.3 Reporting and Call Back Pay**

- (a) An employee who is scheduled and reports to work at the scheduled time without being notified not to report and who is subject to being sent home due to weather, schedule changes, and/or flight cancellations shall be given a minimum of two hours' pay at his applicable rate. Employees reporting to work may be required to perform work based on the situation and company needs at the time.
- (b) An employee who is not scheduled and is called and reports for work, shall receive a minimum of two hours' work or two hours' pay at the applicable rate.
- (c) An employee who is called and reports back for work after he has completed his regular assigned shift and departed from the premises shall receive a minimum of two hours' pay at his applicable rate, unless such work is to be performed immediately before and in conjunction with the employee's next shift.
- (d) All employees are required to provide the Company means of communication (telephone or pager) for notifications. Employees failing to provide a means of communication for notification may be refused the two hours reporting pay.

### **3.4 Hours of Work**

- (a) The work week shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday. The "regular" assigned work week for full-time employees shall consist of 40 hours, five consecutive days, beginning on Monday. The "odd" assigned work week for full-time employees shall consist of 40 hours, five consecutive days beginning on a day other than Monday. Full-time employees assigned to the "odd"

work week may be required to work at any work location on their assigned shift on Saturday and Sunday in accordance with work load demands. Work schedules may be changed by the Company from time to time to suit varying conditions of business.

- (b) This section defines only the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

Nothing in this section shall be deemed to prohibit the Company from establishing a new and different normal work day, or a new and different schedule of work within the work week, in the exercise by the Company of its business judgment.

- (c) Determination of starting time and hours of work shall be made by the Company and such schedules may be changed from time to time to suit varying conditions of business. The starting times of the various shifts are currently:

First Shift:           Beginning at or after 5 a.m.  
                              but before 11 a.m.

Second Shift:        Beginning at or after 11 a.m.  
                              but before 6 p.m.

Third Shift:          Beginning at or after 6 p.m.  
                              but before 5 a.m.

- (d) A break of ten (10) consecutive hours must separate each 12 hours of work. For purposes of this provision, "work" shall include all work performed for any employer.
- (e) Employees will be allowed one scheduled 15-minute rest period before and one 15-minute rest period after lunch in each complete scheduled work day. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift during which the overtime is worked. Employees shall work up to the start of the rest period and be at their place of work at the end of the rest period. Employees at base fields will be allowed to clean up their work stations and vehicles 15 minutes prior to the end of the shift. At stage field operations, this clean-up period applies only to vehicle operators and one refueler. Nothing in this section is intended to detract from providing a normal eight-hour work day for full-time employees.
- (f) The Company will use one-fourth of an hour (15 minutes) as a unit in computing tardiness. If an employee clocks "in" from eight to 15 minutes late, the employee will lose one-fourth of an hour (15 minutes). If an employee is tardy for longer than 15 minutes, the regular procedures of computing the time to multiples of 15-minute intervals will apply. Employees shall not be required to work during the period used



in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

- (g) When an employee arrives at work earlier than the normal starting time for his shift, the employee shall not record time on his time card prior to 15 minutes before the shift starting time. No payment will be made for early starting unless the supervisor has authorized the employee to start work at a time earlier than the normal starting time.
- (h) Should an employee fail to punch his time card, such employee will bring the matter to the attention of his supervisor and the employee will be required to prove to the supervisor that he was at work during any time for which the employees wants credit. The card must bear the "OK" of the supervisor before such credit is given.
- (i) An employee shall be expected to be at his work location ready for work at the beginning of his shift and shall be expected to continue working until the end of said shift.
- (j) Lunch break will be established and designated by the Company for periods ranging from 30 minutes to one hour, at approximately the mid-points of the shifts, in keeping with sound business practices and efficiency. Lunch time will not be paid time.
- (k) The Company will designate a telephone number for employees to call to report their absence from work and maintain a call-in log showing employee's name, classification, date and time the call was received.
- (l) The Company will post on a weekly basis at each base field a current overtime rotation list for the base field.

### **3.5 Overtime**

- (a) Time-and-one-half will be paid for:
  - 1. All time worked over eight hours in a work day.
  - 2. All time worked over 40 hours in a work week.
  - 3. All time worked on a holiday as defined in Article 6.
- (b) Time-and-one-half will be computed at one-and-one-half times the employee's base wage rate exclusive of any premiums.
- (c) There shall be no pyramiding of premium or overtime pay and nothing in this Agreement shall be construed so as to require the payment of premium or overtime pay more than once for the same hours worked.

- (d) Full-time employees will be given preference for overtime required by regularly scheduled stage field driving, for regular weekend assignments at Cairns base field, and for "add-on" work as described in this paragraph. Under this Agreement, "add on" work is defined as work involving non-regular refueling requirements issued to the Company by the Government that are outside the normal requirements of the contract between the Company and the Government. A regular weekend assignment at Cairns refers to regular work at Cairns base field that is not assigned to employees as part of an odd work week schedule. Overtime required by regularly scheduled stage field driving refers to the daily overtime typically associated with driving a fuel truck to a stage field during a regular shift of at least eight hours. When filling multiple overtime requirements at the stage fields, the position responsible for driving the fuel truck from the base field will be filled first.
- (e) Overtime work will first be offered to the employee at the top of the rotation list in the classification, on the shift and at the work location where the overtime exists. If no employees on the shift and at the work location accept the overtime, it will next be offered to the employee at the top of the rotation list in the classification, on the shift and at the base field where the overtime exists. If no employees assigned to the work location or base field accept the overtime, then it will be offered to full-time employees project-wide by seniority. If no full-time employees accept the overtime, then a part-time employee will be scheduled. If no part-time employee is available to work the overtime, the low senior full-time employee on the shift and at the location where the overtime will be performed will be scheduled to work.
- (f) An employee will be rotated on the overtime rotation list when the overtime is worked or refused, or when the employee is absent and the overtime is available. Employees who do not satisfy scheduling requirements under paragraph 3.6(d) at the time overtime is available, will not be offered overtime and will not be rotated on the overtime rotation lists.
- (g) When an employee is permanently transferred, reclassified or hired, the employee will be positioned on the rotation list by seniority.
- (h) Once an employee volunteers for or is assigned available overtime, he will be required to work the overtime unless he is unable due to circumstances beyond his control.
- (i) For purposes of calculating daily overtime under paragraph 3.5(a) of this Agreement, a "work day" is defined as a 24-hour period beginning at midnight and ending the following evening at midnight. Full-time and part-time employees shall be paid daily overtime for hours worked in excess of eight hours on any such work day. The work day used for calculating daily overtime is not subject to variation of change under this Agreement based on the daily start time of the employee.

- (j) For purposes of calculating weekly overtime under paragraph 3.5(a) of this Agreement, a "work week" is defined as a 168-hour period beginning at 12:01 a.m. Monday and ending at 11:59 on the following Sunday. The "work week" for purposes of calculating weekly overtime shall be the same for all full-time and part-time employees under this Agreement.

### **3.6 Pay Period**

- (a) The Company will pay employees on a bi-weekly basis. An employee's first check will be received during the two-week payroll period following the first two-week payroll period worked. Thereafter, the employee will be paid every two weeks.

The Company may at its discretion elect to change the pay period to a weekly pay period and may utilize either a weekly or bi-weekly pay period during the duration of this Agreement.

- (b) Any employee indefinitely laid off or terminated will be paid in full on the pay day occurring during the following pay period. This paragraph [3.6(b)] shall not apply to temporary layoffs, including temporary layoffs during the Christmas holiday.
- (c) All employee's covered under this agreement will provide the company with the necessary banking information to receive their pay via direct deposit. Employees who fail to provide the banking information will receive their paychecks via the United States Postal Service. Should a paycheck be lost, a request for a replacement paycheck cannot be made until five workdays after the paycheck was mailed.

## **ARTICLE 4 VACATION**

- (a) Ten days' vacation will be provided to full-time hourly employees who have one year but less than 8 years of continuous service, after each year of continuous service.
- (b) Fifteen days' vacation will be provided to full-time hourly employees who have 8 years but less than 16 years of continuous service, after each year of continuous service.
- (c) Twenty days' vacation will be provided to full-time hourly employees who have 16 years or more of continuous service, after each year of continuous service.
- (d) Vacation will be available to each part-time employee after one year's continuous service on a pro-rata basis of hours worked during that year as related to a full-time employee with one year but less than 8 years of continuous service. After 8 years but less than 16 years of continuous service a part-time employee's vacation shall be determined on a pro-rata basis of a full-time employee with 8 but less than 16 years of continuous service. After 16 years or more of continuous service a part-time

employee's vacation shall be determined on a pro-rata basis of a full-time employee with 16 or more years of continuous service.

- (e) One year's continuous service is defined as the time between the employee's anniversary date from year-to-year, including continuous service with the predecessor contractor. Anniversary date is defined as the employee's hire date.
- (f) Paid vacation will be computed-based on an eight-hour work day at the base hourly rate in effect at the earlier of the time the vacation is paid or taken.
- (g) The employee's vacation schedule shall be coordinated with the work load schedule and is subject to review and approval by his immediate supervisor and the Project Manager. The Company shall have full authority to schedule vacations for optimum performance under the contract. Most vacations will be scheduled during low work load periods, such as December.
- (h) Preferred vacation scheduling in increments of 40 hours or more, should be submitted by the employee at least two weeks prior to the date requested. An employee will be notified in writing by the Company within three work days of approval or disapproval of such request. The Company will provide a reason to an employee for disapproval of a vacation request. If the employee is granted vacation time upon this request, he may expect some leave without pay to be necessary during low work load periods. Less than a full week of vacation may be taken as production requirements permit when approved by the employees' supervisor. Requests for more than one full day but less than a full week of vacation may be made no later than 24 hours prior to the start of the requested vacation time.
- (i) Employees having the greatest seniority will be given first choice in selecting their vacation preference. However, a less senior employee who has been approved for vacation cannot have that vacation bumped by a more senior employee within the 30-day period before the vacation is scheduled to begin.
- (j) Any employee indefinitely laid off or terminated will be paid in full for any accrued, unused vacation hours on the pay day occurring during the following pay period. An employee who is indefinitely laid off or terminated midpoint of his or her anniversary year, shall have his vacation pay paid on a pro-rata basis for the period the employee has worked. Vacation leave shall not accrue during an indefinite layoff.
- (k) The Company shall pay an employee any unused days of earned vacation upon reaching the next anniversary date or the employee may carry over twenty-four unused hours. Payment will be made on the payroll immediately following the anniversary date. Separate payment will be made upon request.



- (l) The Company shall maintain records on each employee for determination of anniversary dates and days of vacation earned and taken. The information will be available during normal working hours upon the employees' request.
- (m) Vacation hours are considered regular hours worked for overtime purposes. Normal accrual of vacation and personal leave will continue during vacation time.

## **ARTICLE 5**

### **PERSONAL LEAVE PAY**

- (a) The Company will provide seven days' personal leave pay to each full-time hourly employee after one year of continuous service. The maximum total annual accrual of personal leave pay under this Agreement shall be seven days. Personal leave pay will be available to each part-time hourly employee after one year of continuous service on a pro rata of hours worked during that year as related to full-time employees.
- (b) One year of continuous service is defined as the period between the employee's anniversary date from year-to-year. Anniversary date is defined as the employee's hire date.
- (c) The Company shall pay the employee any unused days of earned personal leave as of the next anniversary date or the employee may carry over twenty-four unused hours. Payment will be made on the payroll immediately following the anniversary date. Separate payment will be made upon request. Records will be maintained on each employee to determine used and unused personal leave days. If an employee who is laid off or terminated midpoint of his anniversary year, then personal leave pay shall be paid on a pro-rata basis for the period the employee has worked. Personal leave shall not accrue during an indefinite layoff. This information will be available during normal working hours upon employee's request.
- (d) Paid personal leave will be computed based on an eight-hour work day at the base hourly rate in effect at the earlier of the time the personal leave is paid or taken.
- (e) The employee shall accept the responsibility for requesting personal leave only when circumstances make its use appropriate. To be granted personal leave the employee must notify his immediate supervisor at least two hours prior to the start of his normal work period.
- (f) Employees are expected to furnish adequate explanation or proof of injury or illness. Employees who are absent from work due to an injury or illness for three consecutive days will be required to furnish a doctor's certificate acceptable to the Company to support authorized absence. Doctor's certificate will state the employee can return to his DOT safety-sensitive duty with no restrictions.

- (g) Employees who sustain an injury or illness, occupational or otherwise, may be required to furnish a doctor's release upon returning to work. The doctor's release will state the employee can return to his DOT safety-sensitive duty without restrictions in accordance with job description. It will be furnished to the employee's supervisor or to the Project Manager.
- (h) Personal leave hours are considered regular hours worked for overtime purposes. Normal accrual of vacation and personal leave will continue during personal leave time.

## **ARTICLE 6 HOLIDAYS**

- (a) The Company recognizes 12 paid holidays per year for full-time hourly employees. These holidays are:
  - a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Washington's Birthday
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Columbus Day
  - h. Veteran's Day
  - i. Thanksgiving Day
  - j. Christmas Day
  - k. Christmas Eve
  - l. New Year's Eve
- (b) The Company may substitute for any of the above named holidays another day off with pay. The employee will be notified five days prior to the scheduled holiday if another day is to be substituted. If a military holiday is declared that would require an employee to lose a day's pay, he may opt to take one day of vacation or personal leave.
- (c) In addition to the holidays listed above, the Company will observe any holidays declared as a legal holiday by Congress, the President or military authority and observed by the military for which government employees are paid (i.e., Moon Day, Eisenhower's death). Such holiday observance shall be handled the same as a recognized holiday. If a military holiday is declared for which government employees

are not paid, and which would otherwise require an employee to lose a day's pay, he may take one day of accrued personal leave or vacation leave, if available.

- (d) Part-time employees will be entitled to pro-rata holiday pay for holidays in accordance with the provisions of this section, based on the number regular of hours that employee works and the vacation/personal leave they take the workweek prior to the workweek in which the holiday occurs.
- (e) Holiday work will be offered on a rotating basis by project-wide seniority first to the full-time employees who are in the classification and assigned to the shift on which holiday work is required. If no full-time employees on the shift accept the holiday work, it will be offered to other full-time employees in the classification by project-wide seniority, before offering holiday work to part-time employees. It is the intent of the Company to first offer such work to full-time employees project-wide by seniority.
- (f) The Holiday rotation list will be maintained separate from the regular overtime rotation list.
- (g) Employees who are absent the day before or after the scheduled holiday shall have approval from their supervisor and the Project Manager before taking such leave. If approval has not been granted by the supervisor and Project Manager, then such holiday pay will be subject to refusal
- (h) Holiday hours are considered regular hours worked for overtime purposes. Normal accrual of vacation and personal leave will continue during holiday time.

## **ARTICLE 7 LEAVES OF ABSENCE**

### **7.1 Personal Leave**

Leaves of absence without pay for relatively short periods (three consecutive days or more) may be granted to employees for personal reasons, and seniority shall accumulate during such leaves. At the Company's discretion, employees may be permitted to use accrued personal leave time in connection with personal leaves under this paragraph.

### **7.2 Medical Leave**

- (a) Medical leaves of absence without pay shall be available to non-probationary employees who are unable to work due to their own serious health condition. A "serious health condition" under this provision shall have the same definition as under the FMLA Policy. Leave under this provision will initially be granted for a period not exceeding 30 calendar days, provided the employee furnishes documentation satisfactory to the Company reflecting such serious health condition. If the serious health condition continues beyond the 30 days, the leave of absence shall be extended,

provided the employee furnishes documentation satisfactory to the Company from a physician stating the necessity for such extension. The maximum total leave available under this provision shall be the shorter of: (i) the length of the employee's seniority; or (ii) 18 months.

- (b) Employees on leave for non-work related conditions shall be required to continue to pay their share of health and dental insurance premiums. The Company will continue to pay its share of health and dental insurance costs for employees on such medical leave for the first 12 months following the start of leave. Following the first 12 months of leave for non-work related conditions, employees are solely responsible for full payment of health care and dental insurance costs.
- (c) Employees who are unable to work due to a work-related injury shall be placed on worker's compensation leave in accordance with the requirements of applicable law. Employees on worker's compensation leave shall be required to continue to pay their share of health and dental insurance premiums. The Company will continue to pay its share of health and dental insurance costs for employees on medical leave due to a work-related condition for the first 18 months following the start of leave. Following the first 18 months of medical leave for work-related conditions employees are solely responsible for payment of health care and dental insurance costs.
- (d) All leave under this provision shall run concurrently with any leave to which an employee is entitled under the Company's Family and Medical Leave Policy.
- (e) At the end of each month the Company will furnish the Union a list of employees on extended leave of absence for serious health conditions. This list shall include the date such leave commences.
- (f) Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted, including discharge.
- (g) All applications for a leave of absence shall be made in writing by the employee (unless beyond the employee's capability) on a form provided by the Company and, if approved or disapproved, the employee will be so notified in writing.
- (h) Should a serious health condition require absence from work for treatment or convalescence, a certificate of fitness from a medical doctor must be furnished to the Company by the employee at each medical appointment and prior to return to work. The Company may require a physical examination by a medical doctor selected by the Company prior to the employee's return to work. If the Company requires such second physical examination, it must schedule the employee's appointment with the doctor. The second examination will be at the Company's expense.
- (i) An employee will continue to accrue seniority, and vacation and personal leave pay



benefits during the first six months of leave under this provision. After six months, an employee will continue to accrue seniority as provided in Article 10, but will not accrue other employment benefits.

- (j) A Part time employee who is out on medical leave will accrue vacation and personal leave pay benefits using the total number of hours worked the 6 months prior to the start of the medical leave to determine a weekly average. These hours will be used to generate the proration as to the 2080 full time hours .

### **7.3 Jury Duty and Military Leave**

Leaves of absence for jury duty and military duty will be handled by the Company in accordance with applicable federal and state laws. Normal accrual of vacation and paid personal leave will continue during jury duty leave. Normal accrual of vacation and paid personal leave will continue for the first 90 calendar days of military leave.

### **7.4 Bereavement Leave**

- (a) The day of the funeral of a spouse's grandparent, brother-in-law, sister-in-law, stepsister, stepbrother, son-in-law, and daughter-in-law will be given as leave without pay if it occurs on the employee's regularly scheduled work day.
- (b) A full time employee or part-time employee with two years of service who attends the funeral of a legal spouse, father, mother, father-in-law, mother-in-law, grandparent, stepparent, brother, sister, child, grandchild, or stepchild on a regularly scheduled work day will be granted 24 hours, three consecutive eight-hour days, bereavement pay. Such pay shall not duplicate paid vacation, holiday, personal leave, nor include any premium pay. It is understood that bereavement leave, if taken will be used for the intended purpose (i.e., to attend to the arrangements for the funeral, to attend the funeral, and to attend personal business necessitated by the death). If requested by the Company, the employee will be required to furnish proof of death. In the event that a grandparent raised an employee as a parent, such grandparent may be considered a parent for the purpose of this provision. "Child" includes a foster child placed in the employee's home by a state agency. Bereavement leave hours paid under this paragraph [7.4(b)] will be considered hours worked for overtime purposes. Normal accrual of vacation and paid personal leave will continue during bereavement leave.

### **7.5 Voting Leave**

An employee who is a registered voter shall be granted adequate time off without pay from assigned Company duties to vote in any state or federal election, in the event the employee does not have adequate time to vote before or after his regularly scheduled shift.

## **7.6 Family and Medical Leave**

- (a) Employees who have worked for ASWS for at least 12 months and at least 1,250 hours during the prior 12 months may take up to 12 weeks of unpaid leave in a 12-month period in accordance with the Family and Medical Leave Act for: birth and/or care of a newborn child of the employee; placement of a child into the employee's family by adoption or a foster care arrangement; care of the employee's spouse, child, or parent who has a serious health condition; or, inability of the employee to perform the function of his/her position due to a serious health condition. For purposes of eligibility for leave under this policy, the 12-month period is a rolling 12-month period preceding the effective date of the leave.
- (b) Health and dental insurance benefits will be continued during a leave under this policy for a period of up to 12 weeks. During family and medical leaves of absence, the Company will continue to pay its portion of the health and dental insurance premiums and the employee must continue to pay his share of the premiums. Failure of the employee to pay his share of the health and dental insurance premiums may result in loss of coverage, or the Company, at its election, may make such payments on behalf of the employee. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payments of the employee share of health and dental insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition that prevents the employee from performing his job or because of circumstances beyond the control of the employee.
- (c) Additional information regarding notification requirements, health care provider's certification, benefits while on leave, and the procedure for applying can be found in the Human Resources Family and Medical Leave Policy, in accordance with all applicable federal and state leave laws.
- (d) This section does not in any way amend or modify the current provisions of this Agreement at Section 7.2 regarding medical leaves of absence.
- (e) An employee will continue to accrue seniority, and vacation and paid personal leave during the period of leave under this provision for up to 12 weeks. Seniority will continue to accrue after the period of leave in accordance with Article 10.
- (f) Employees who return to work at the conclusion of a leave period of up to 12 weeks that is approved under this policy will be reinstated to their former position or an equivalent position, unless the employee is ineligible to or unable to return to work. Failure to return to work at the expiration of a leave of absence under this policy will result in the termination of the employee, except if the Company determines that termination is not warranted based on extenuating circumstances.

## ARTICLE 8 HEALTH BENEFITS

### 8.1 Group Medical, Dental and Vision Insurance

- (a) The company will provide full-time employees with medical, dental and vision insurance through the Arctic Slope Regional Corporation (ASRC) plan.
- (b) Beginning October 1, 2009, and as provided under the terms of the agreement, the Company agrees to provide medical, dental, vision, and prescription drugs through the ASRC Plan D-Union.

Schedule A – Health Benefits

Type of Coverage	Total Monthly Cost of Coverage	Total Monthly Employee Cost (Yr1)	Total Monthly Employee Cost (Yr2)	Total Monthly Employee Cost (Yr3)
Employee	\$ 518	\$ 30	\$ 30	\$ 30
Employee/Spouse	\$ 1,032	\$ 143	\$ 143	\$ 143
Employee/Child(ren)	\$ 831	\$ 143	\$ 143	\$ 143
Employee/Family	\$ 1,394	\$ 143	\$ 143	\$ 143

- (c) Employees will contribute toward the cost of Medical insurance as negotiated in Schedule A (above). The contributions will be made based on 26 payroll periods (i.e., monthly cost is multiplied by 12 months and then divided by 26 pay periods).
- (d) Effective October 1, 2009 and each year thereafter, the Employee will contribute to the cost of employee health benefits in accordance with Schedule A – Health Benefits (above).
- (e) Due to concerns of possible major increase in health care cost, the Company and Union agree to meet and review the insurance rates in August, 2012. The Collective Bargaining Agreement rates will be compared to the actual rates. Should the review show an increase in contributions is necessary to keep pace with unexpected increases; the rates will be increased effective October 1, 2012, based on mutually negotiated rates.
- (f) Part-time employees are not eligible for group health benefits provided under this article. Part-time employees will receive a benefit contribution of \$3.35 for each hour worked beginning October 1, 2009, \$3.60 beginning October 1, 2010, and \$3.85 beginning October 1, 2011

## **8.2 Group Life and Accidental Death and Dismemberment Insurance**

- (a) The company will provide full-time employees with life and accidental death and dismemberment insurance of two times the employee's annual base salary up to a maximum of \$130,000.
- (b) Optional life and accidental death and dismemberment insurance coverage is available for full-time employees, their spouses and dependents. The optional insurance is fully paid by the employee. The terms of coverage are described in the life insurance plan documents.
- (c) Part-time employees are not eligible for life or accidental death and dismemberment insurance.

## **8.3 Short-Term Disability**

- (a) The company will provide all full-time employees with Short-Term Disability benefits through the company plan.
- (b) Benefits shall be payable for accident or sickness disability in accordance with the plan, and continue for a maximum of 26 weeks.
- (c) An eligible, disabled employee will receive benefits at a rate of 66 2/3% of basic weekly salary up to a maximum of \$500.
- (d) Part-time employees are not eligible for short-term disability benefits.

## **8.4 Hearing Test**

The Company will provide periodic hearing tests for all full-time and part-time employees who are covered by this Agreement.

## **8.5 Machinists Custom Choice Worksite Benefits Program**

- (a) The Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS).
- (b) Members of the bargaining unit will be given an opportunity to spend up to 15 minutes with an EBS counselor at the worksite during normal working hours once per year.
- (c) The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.



- (d) The Company will honor payroll deduction request and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the company and EBS.
- (e) The Union will defend, save, hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this program by the Company.
- (f) The Company will implement the provisions of this program as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

## **ARTICLE 9 GENERAL**

### **9.1 Wearing Apparel**

- (a) The Company will provide a voucher for five sets of uniforms to each employee upon hire. Vouchers for replacement uniforms will be authorized by the employee's base field supervisor on an as-need basis. Current employees will be provided with one winter jacket during October 2003. After 01 October 2003, the Company will provide one winter jacket to each new employee upon hire. Replacement jackets will be issued to employees with prior approval of the basefield supervisor.
- (b) The Company will provide reimbursement up to \$125.00 to each new employee following 90 days of employment for work shoes that meet Government specifications. Shoes shall consist of all leather material and be rubber soled. With the prior approval of the base field supervisor, vouchers or reimbursement up to \$125.00 for replacement work shoes will be authorized.
- (c) The Company will issue safety goggles and/or individual helmets to each employee as appropriate to fueling assignment. Helmets are to be returned to the Company upon termination.
- (d) The Company will provide adequately sized leather work gloves, rain coats, rain hats and required ear protection.
- (e) Any employee who terminates employment must return the uniforms to the Company.
- (f) If uniform cleaning and maintenance is made the responsibility of the employee, the Company shall reimburse all employees for such cleaning and maintenance at a rate of \$0.85 a day worked.
- (g) Employees may wear the machinist emblem patch on the right sleeve (shoulder) of their uniform shirts and jackets.

## **9.2 Mileage**

The Company shall reimburse the employee \$0.55 per mile for the use of his vehicle on Company business. Miles traveled will be logged on a mileage sheet furnished by the Company and the employee shall submit it each week. The mileage sheet must be approved by the employee's immediate supervisor and the installation manager.

## **9.3 Travel Status**

To support requirements away from Fort Rucker, employees may be offered the opportunity to perform such work on travel status by classification, by seniority. If no employee volunteers for such assignment, the least senior employee in the classification will be required to perform such work. Employees on travel status will be paid \$0.55 per mile for use of their personal vehicles and will be reimbursed for costs incurred incidental to the performance of such work, not to exceed an amount greater than that allowable by the Government.

## **9.4 Recertification**

If an employee is absent for a period of 30 days or longer, the employee will receive refresher training and complete recertification. Recertification should not exceed five working days (40 hours).

# **ARTICLE 10 SENIORITY**

## **10.1 Definition**

Seniority is defined as the length of continuous service with this Company and previous contractors who performed aircraft refueling at Fort Rucker, and shall be computed from the original date of hire except when seniority has been broken (as defined in 10.2), in which event seniority shall be computed from the last date of rehire. Relative seniority of all employees who have the same seniority date is determined in accordance with the last four digits of each employee's social security number; i.e., the lowest number has the most seniority, and if the four digits are identical, the next previous digit that is not identical will be the determining factor.

- (a) A new employee and one who is reemployed after a break in his seniority shall not acquire any seniority under this Agreement until the expiration of 90 days of continuous service following employment. If such employee shall be continued in the employ of the Company after the expiration of said 90-day period, his seniority shall be computed from his last date of hire in accordance with the applicable provisions of this Agreement. Any separation of employment during the 90-day probationary period shall not be made the basis of a claim or grievance against the Company and there shall be no obligation to reemploy such person; provided, however, that this provision will not be used for the purpose of discrimination.

- (b) A new employee hired in a part-time status will only have seniority among part-time employees for promotions, job bids, or layoff purposes.
- (c) Seniority shall be a relevant consideration in cases of promotion, subject to the principle that seniority shall be applied only where the qualifications (i.e., prior job-related experience, previous training, education, knowledge, efficiency, skill, dependability, and specific requirements of site location and job requirements between the employees are equal).
- (d) The Company shall furnish seniority lists each 90 days to the Union and Union Stewards. Seniority lists will be compiled in compliance with this Article, indicating the employees by classification and if full-time or part-time employee, and hire date. Any error in seniority listings reported to the Company by the Union, upon showing of proof, will be corrected; however, the Company will not be obligated for any application of retroactivity.

#### **10.2. Broken Seniority**

An employee's seniority shall be considered broken and all rights under this Agreement forfeited (except as otherwise specifically provided herein) when any one of the following occurs. A break in seniority and forfeiture of rights shall occur when an employee:

- (a) Resigns; or
- (b) Is discharged for cause; or
- (c) Accepts employment with the Company outside the bargaining unit covered by this Agreement; or
- (d) Fails or refuses to return to work, or fails to contact the Company within five working days after being recalled from layoff. However, if within five working days of receipt of notification the employee gives a reason satisfactory to the Company for not returning to work, the Company will retain the employee on the recall list but is not obligated to hold the position open. Notification for the purpose of this section will be made by certified mail or telegram addressed to the employee's last known address as shown in the Company's records; or
- (e) Is absent for three consecutive work days without reporting to the Company, unless a reason satisfactory to the Company is given to warrant leniency; or
- (f) Violates the terms of a leave of absence; or
- (g) Is absent due to layoff or non-work related medical leave of absence or both for a period equal to his length of seniority at the time of such layoff or leave of absence,

but in no event in excess of 18 months. This paragraph provides continuation of seniority for employees on leave, but is not intended to provide continuation of any other Company benefit or to any particular period of leave. Leaves of absence and the benefits provided during leaves are addressed under the Leave of Absence Article of this Agreement; or

- (h) Is absent due to a work-related injury or illness for a period equal to his length of seniority at the time of such leave of absence, but in no event in excess of 48 months. This paragraph provides continuation of seniority for employees on leave, but is not intended to provide continuation of any other Company benefit or to any particular period of leave. Leaves of absence and the benefits provided during leaves are addressed under the Leave of Absence Article of this Agreement.

### **10.3 Part-Time Employee**

- (a) The Company at its discretion may utilize part-time employees:
  - (1) To fill in during absences of a full-time employee.
  - (2) For regular refueling assignments of less than eight hours that the Company has not scheduled in conjunction with base field work as part of a regular eight-hour shift.
  - (3) To meet staffing requirements as provided in Article 3.5(e).

Part-time employees may perform such work except when a full-time employee is available to perform the work in connection with making up time lost due to a temporary layoff in accordance with Article 12.1. Full-time employees on temporary layoff may fill in where part-time employees are working even if up to one hour of overtime is created. Part-time employees shall be subject to the provisions of this Agreement.

- (b) The Company shall strive to ensure that part-time employees shall not deprive a full-time employee from being offered 40 hours of work per week.
- (c) The Company will maintain a part-time work force equal to 30% of the full-time work force plus six (6).
- (d) It is agreed part-time employees will be placed on indefinite layoff before employees with seniority, provided full-time employees are willing to accept the required number of part-time jobs. Refusal of a part-time job, however, by a full-time employee will not in any manner affect the employee's right to receive unemployment benefits. Part-time employees will only have seniority among themselves for promotions and layoffs.
- (e) Part-time employees who are requested/scheduled to work and consistently turn work down when work is available shall be subject to discipline, including immediate discharge. Part-time employees also shall be subject to discipline in accordance with any Company rules, regulations and policies.



#### **10.4 Probationary Employees**

- (a) Under this Agreement, "probationary employees" shall mean new employees (including those persons rehired after a break in seniority) who have not completed 90 calendar days of employment.
- (b) In case of indefinite lay-off, probationary employees shall first be terminated before full-time employees.
- (c) In the event that a probationary employee is rehired within three months after being laid off during his probationary period, he will receive credit for his previous service as a probationary employee if he worked at least one month prior to layoff.
- (d) If a probationary employee is granted a leave of absence or is absent in excess of five working days during his probationary period, the effective date of acquiring seniority (for the purpose of job bids and/or indefinite layoff) will be postponed by the period of time the employee has been absent or on leave.

### **ARTICLE 11 NEW CLASSIFICATIONS AND VACANCIES**

#### **11.1 Bidding and Award**

- (a) When new job classifications are established or a job vacancy occurs in an existing classification, the new classification or job vacancy will be posted for bid among senior employees in the bargaining unit for five working days excluding Saturday, Sunday, and holidays. Employees assigned to Stagefield locations will be notified of any new job classification and/or job vacancy. All laid-off employees shall be notified by certified mail when new job classifications are established. Such vacancy notice shall state classification, shift, shift start time within a shift, field location, rate of pay, number of openings available, and the date and hour the bidding shall be closed. Any employee with seniority who desires to be considered for such new job shall sign up for such job as posted in the space provided on the notice. A job shall be considered as open for bid and may be posted subject to the following conditions:
  - (1) A position held by full-time employees will not be posted while such employees are absent on approved vacation.
  - (2) A position held by full-time employees absent on an authorized leave of absence will not be posted during the first 90 calendar days of such authorized leave. Following 90 calendar days, the Company may, in its discretion, consider as open and post the position of an employee on an authorized leave of absence. An employee returning from an extended absence during which his/her job may have been filled will return to his/her position held prior to the absence. Should the

position not be available due to the termination of the operation the employee will return to the unit consistent with his/her seniority.

- (b) The selection of employees to fill job vacancies shall be made by the Company from those employees who have signed up as described in paragraph 11.1(a) above on the basis of project seniority, ability, and qualifications for the job. Those circumstances in which other factors listed in this paragraph are relatively equal, project seniority shall be the determining factor. In case of a dispute regarding an employee's ability to perform a job, the employee will be given a reasonable trial period up to a maximum of five days worked at the job with such directions as would normally be given an employee starting the job in which to prove or disprove his claim of ability to perform the job in question. Should the employee fail to qualify, he will be returned to his former position and work site. If no one is qualified to perform the job or no senior employees sign up as described in this Agreement, the Company may hire new employees from the outside to fill the job vacancy. The Company may use part-time employees to cover any vacancy until the vacancy is filled, but such use shall not exceed a period of 21 days, except in extenuating circumstances.
- (c) An employee with seniority who is reclassified or has filled a job vacancy (in the same classification) as a result of a bid shall not be permitted to bid again until 30 calendar days have elapsed, except there shall be no limitation on bidding on a newly created job classification, and except that only seniority employees shall be eligible to bid.
- (d) The successful bidder shall be notified within two working days following the date the bidding is closed and shall be transferred to his new job within 10 working days from the date of his notification.
- (e) The Company may change an employee's starting and ending time within a shift pursuant to a Government-requested schedule change not to exceed one hour each way from the original bid time without posting the job for bid, unless such schedule change is not acceptable to the employee currently holding the position. If the employee objects to the schedule change, the position will be bid. An employee must present any objection to such schedule change to the Company, in writing, within five working days of receiving notice of the schedule change. The employee who objects to the schedule change or is affected by the schedule change will exercise bumping rights based on seniority within the affected classification. When a fulltime employee is bumped out of their position, they may elect to temporarily fill a opening (bid/medical) in the affected classification until the opening is no longer available or the bidding process is complete whichever occurs first.
- (f) Temporary transfers from one classification to another will be made without change to classification or base rate of pay, and for a maximum of 10 working days, unless extended by mutual agreement of the Company and the Union, provided however, that an employee who is temporarily transferred for one full day or longer in a higher classification will be paid at the rate of the higher classification, for all time spent in

the higher classification.

### **11.2 Establishing New Classifications**

- (a) In the event a new in-unit job classification is established by the Company, the Company shall determine the job description and the rate of pay. The Company will immediately furnish the Union with a copy thereof. The Union will have seven calendar days in which to take exception to the rate of pay or job description in the event the Union does not agree with them. If the Union has not advised the Company in writing within seven calendar days that it does not agree, the job shall become a part of the existing Agreement in accordance with the job description and rate of pay determined by the Company, provided the classification is clearly within the certified unit.
- (b) Should the Union not agree, it must advise the Company within seven calendar days and state its position in writing. The Company and the Union shall then attempt to agree. In the event the Company and the Union cannot agree within 14 calendar days, or within such additional time as may be mutually agreed upon, the Union may present and process the grievance in the same manner as a policy grievance.
- (c) If the grievance is thereafter processed in accordance with the terms and conditions of Article 16, the arbitrator shall have the authority to determine the job description, and the rate of pay. The jurisdiction of the arbitrator and his decision shall be confined to a determination by comparison with the duties and qualifications and pay rates of other comparable jobs under the Service Contract Act and Wage Determinations issued by the U.S. Department of Labor.

### **11.3 Discontinuance of Operation**

- (a) In the event of a discontinuance of operations at a work site in excess of 30 calendar days, or such additional period as mutually agreed by the Company and the Union, displaced full-time employees will be offered the option to transfer on a seniority basis to any position they have the seniority to hold.
- (b) In the event that operations at a work site are discontinued and then reinstated within 30 calendar days, employees who were assigned to the work location immediately prior to the discontinuation shall be returned to the positions they held at the work site prior to the discontinuation. If operations at a work site are discontinued and then resume more than 30 calendar days later, any vacant positions will be posted for bid.

## **ARTICLE 12 LAYOFFS**

### **12.1 Temporary Layoff**

- (a) A temporary layoff is defined as layoff of up to five working days or for a longer period extended by mutual Agreement, except for the Christmas holiday period, which may be 12 work days' duration. Temporary layoffs will be made by seniority in the affected classifications, on the shift and at the base field and work locations assigned to such base field. Senior employees shall displace the least senior employee during a temporary layoff and shall perform the duties of the displaced employee for the time the senior employees are laid off unless a more senior employee in the classification elects to be laid off. This shall not affect an employee from receiving unemployment benefits.
- (b) When full-time employees experience a temporary layoff, full-time employees may make up regular shift time lost due to the layoff by filling in anywhere a part time employee is working during the same work week that the layoff takes effect, providing that no more than one hour of overtime is created. Time lost due to temporary layoff must be made up by working all of an established shift (such as an a.m., p.m., or N1). It shall be the responsibility of the employee to inform his supervisor or leadperson at the time he is notified of layoff if he/she wishes to exercise bumping rights under this paragraph, and to identify any preference with regard to times or days to make up lost time. If the employee does not so notify his/her supervisor or leadperson, the employee will only be permitted to make up time lost due to temporary layoff at the discretion of Company management. Should the Company need additional employees to work at any location during the Christmas holiday, they will be selected by classification, by project-wide seniority. Employees placed on temporary lay-off shall be allowed to use vacation or personal leave if he so desires.
- (c) If a full time employee's field is cancelled, he/she may opt to elect training, to complete his/her shift, at any location to remain current and qualified. Election of training can not be sooner than 30 days of last completion. (It will be at your Supervisors discretion which field you will get your training). Locations are identified as Lowe, Shell, Hanchey, Knox and Cairns Army Airfields, to include any Stagefield which services aircraft which the affected employee is not familiar to service. Employees must rotate locations. No employee shall train at the same location twice without supervision's discretion.
- (d) A part time employee may bump the least senior part time employee by seniority, in the affected classification, on the shift and at the base field and work locations assigned to such base field.



## **12.2 Indefinite Layoff**

An indefinite layoff is defined as a layoff of more than five consecutive working days, except as limited by paragraph 12.1 above. Indefinite layoffs shall be by seniority in the classification affected on a project-wide basis as follows:

- (a) All probationary employees will be laid off first, provided there are available seniority employees remaining who are willing and qualified to perform the work of the probationary employees to be displaced.
- (b) If a further reduction is necessary, the employees affected shall be laid off on the basis that those with the greatest seniority shall be laid off last provided that the employee retained is qualified to perform the work involved. A more senior employee may elect to be laid off in place of a less senior employee.
- (c) When decreasing the work force in connection with an indefinite layoff, the Company will give affected employees and the Union a 40 working hour notice, prior to the time the layoff is to occur. This requirement does not apply to employees being displaced by senior employees nor does it apply to temporary layoffs.
- (d) When there is an increase in the work force, after an indefinite layoff, those employees laid off will be given the opportunity to fill any job classification opening, their seniority and ability will permit them to hold. Upon a laid-off employee returning to work, the position filled by such employee will be posted in accordance with the provisions of Article 11.
- (e) A duly elected Union grievance committeeman shall not be transferred from his assigned area of representation, i.e., base field and work locations assigned to that base field, as long work is available therein that he has the ability to and is willing to perform, except by Agreement between the Company and the Union; provided however, that no promotion to another classification shall result solely from his retention as a Union grievance committeeman in such area. Committeemen are not considered transferred when they clock in and out in their assigned area of representation.
- (f) A full-time laid-off employee may compete, by seniority, for part-time vacancies under the following conditions:
  - (1) Vacancies for part-time work will be made on the availability of part-time positions from the laid-off employees based on seniority.
  - (2) The seniority status of laid-off employees will not be affected if they should request to fill a part-time vacancy, such employees will still be able to compete for a full-time position by seniority, when an opportunity arises.
  - (3) A full-time employee on indefinite lay-off must reply within five working days from the date of receiving notification, if he wishes to fill the current part-time

vacancy. If no notification is received by the Company within five work days after notification, it will be filled from any other source available.

- (g) The Company will notify the Union of employees laid off or recalled as soon as first determination is made, but in any event, not later than 10 working days after such layoff or recall.

### **ARTICLE 13**

#### **UNION REPRESENTATION AND SECURITY**

##### **13.1 Steward/Grievance Committee**

Shop stewards shall be assigned to areas of representation as specified herein. The number of shop stewards may be increased or decreased by agreement of the Company and the Union.

It is hereby understood and agreed that the Union may assign shop stewards to represent bargaining unit employees for respective shift and work areas, provided that on any given shift or work area there are four or more full-time employees.

The Company recognizes that there may be instances on the off-shifts in which the employee complement would not allow for the recognition of a shop steward under the provisions of Article 16 of this Agreement. In such cases, exceptions to the requirements of Article 16 may be made if it is mutually agreed by the parties.

- (a) No shop steward will be assigned to an area of representation unless he is permanently assigned to work in such an area. The Company will attempt to keep the shop steward in his permanently assigned area of representation as long as work is available therein for his job classification and he is willing to perform seniority permitting, except by agreement, however, that no promotion shall result from his retention in such area.
- (b) The Union shall continue to notify the Company within 15 days after the effective date of this Agreement and furnish a complete list in writing containing the names of the financial secretary, grievance committee, and shop stewards. Such list shall designate the office held and the area each shop steward is assigned as provided in this Agreement. Thereafter the Union shall notify the Company promptly, in writing, of any changes, and the Company shall not be obligated to recognize or deal with the financial secretary, grievance committee, or shop steward until receipt of written notification. All such notification shall be on the official stationery of the Union. In such cases the Company shall give immediate recognition.
- (c) Only full-time employees who have seniority shall be eligible to serve as shop stewards, or on the grievance committee.

- (d) Shop stewards shall not handle any grievances arising outside of their respective areas except in the absence of a shop steward. In such an event, the chairman of the grievance committee will be permitted to handle grievances in the absent shop steward's area in accordance with Article 16 of this Agreement.
- (e) There shall be a grievance committee consisting of one committeeman at each of the current base field locations (Cairns Field, Hanchey Field, Lowe Field), or from one of the individual work locations assigned to each, to handle grievances as addressed in Step 3 of paragraph (b) in Article 16. In no event shall the number of committeemen exceed the number of base field locations. Should the current activities (workforce) be curtailed, the number of committeemen will be reduced by mutual agreement. If additional base field locations are opened, the number of committeemen may be increased as needed by mutual agreement.
- (f) Full-time representatives of the Union shall have access to grievance meetings in Step 3 of Article 16 paragraph (b) of the grievance procedure and to arbitration hearings. A full-time representative of the Union shall be granted access only to the office of the Company. If it is necessary for the full-time representative to visit the actual work area to have a better understanding of a grievance or alleged violation of this contract, he shall first contact the Company and may or may not be assigned a representative therefrom to accompany him on his visit to the area.

### **13.2 Bulletin Boards**

- (a) The Company agrees to provide bulletin boards to be mutually agreed upon by the Company and the Union for exclusive use of the Union at appropriate places for the purpose of legitimate business of and interest to the employees as follows:
  - (1) Notice of meetings
  - (2) Notice of official Union elections and results
  - (3) Notice of official Union appointments
  - (4) Notice of Union recreational and social affairs
  - (5) Any other notice that is specifically approved in writing by the Project Manager or his designee
- (b) It shall be the responsibility of the shop steward to post authorized notices and such notices shall include only those specified above. All such notices shall have suspense dates and be removed accordingly by the shop steward.

## **ARTICLE 14 UNION SECURITY**

During the existence of this Agreement, the Company, insofar as permitted by state and federal law, will deduct out of the current net earnings payable to an employee covered by this Agreement, Union dues or agency fees, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed upon between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee. Failure to authorize dues or applicable agency fee deductions does not relieve the employee from the Union shop obligation under this Article.

- (a) In making deductions and remittances for reinstatement fees, initiation fees, agency fees and dues to the Union, the Company is entitled to rely upon the notification of the Financial Secretary of Local Lodge No. 2003, of the amount of money due the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for the disposition of the funds so deducted when turned over to the Financial Secretary of the Union. The Union further agrees to fully indemnify the Company from any and all claims, demands and actions against the Company alleging liability, responsibility or damages arising out of or by reason of action taken or not taken by the Company in connection with its administration of this Article. Such indemnification shall include, without limitation, the reasonable costs of defense associated with any claims, demands or actions against the Company.
- (b) Deductions pursuant to this Article will be made from the net earnings due the employee, payable on the first regular pay day in each month provided the Company has received the required employee authorization from the Financial Secretary of Local Lodge No. 2003. There shall be only one remittance per month by the Company.
- (c) In the event an employee does not have sufficient earnings on the first regular pay day in the month to cover the amount of said deductions for that month, the Company will make such deductions from the earnings due the employee on the second regular pay day of the next succeeding month. Except as provided in this paragraph, deductions for dues and fees shall be for the current month only.
- (d) Deductions shall be remitted to the Financial Secretary of District Lodge No. 75 not later than 10 days following the pay day on which the deductions were made. The Company shall furnish to the Financial Secretary of District Lodge No. 75 at the same time, a list showing those members for whom deductions have been made and the amount thereof.
- (e) Should an employee be promoted or transferred to a classification not covered by this Agreement, the Company shall cease deducting dues or service fees from such employee. When ceasing to deduct dues for reasons cited in this paragraph, the



Company will submit the names of such employees, and the reasons for no deduction to the Financial Secretary of District Lodge No. 75.

- (f) The Union and its members shall not interfere with, restrain, intimidate, or coerce any employee who does not execute or who revokes a check-off authorization as provided in Article 14. Revocation of a check-off authorization does not relieve the employee of his obligation to pay dues or equivalent service fees.
- (g) The Company will not interfere with, restrain, intimidate, or coerce any of its employees because of membership or non-membership in the Union. Alleged discriminatory action reported to the Company will be investigated, and if confirmed, corrective action will be taken.
- (h) All employees now employed in the bargaining unit who are members of the Union in good standing on the effective (execution) date of the Agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues or an appropriate agency fee, initiation fees and reinstatement fees, for the duration of this Agreement. Employees who are not paying Union dues or an agency fee on the execution date of this Agreement will have 91 days from the execution date in which to submit a dues authorization card, or to pay directly to the Union an amount equal to the Union's regular initiation fee and its regular dues or agency fee. It shall be a condition of continued employment that all employees in the bargaining unit who are hired after the effective date of this Agreement will have 91 days from their date of hire in which to submit a dues authorization card, or pay directly to the Union an amount equal to the Union's regular initiation fee and its regular dues or agency fee. Employees who authorize an agency fee shall pay no more than the regular dues paid by members of the Union who are covered by this Agreement. Agency fees shall be deducted in accordance with the dues deduction procedures described in this Article and shall conform in all respects with the requirements of state and federal laws.
- (i) The Company shall, within 10 working days after receiving written notice from the Union requesting such action, discharge any employee who is not in good standing in the Union or paying applicable agency fees as required by paragraph (h) of this Article. Any employee so discharged shall be deemed to be discharged for "just cause." The phrase "good standing" as used in this paragraph is defined in accordance with standards established in N.L.R.B. and court decisions relating to Union shop requirements.

## **ARTICLE 15 SUPERVISORS WORKING**

Supervisors and employees not covered by this agreement shall not perform work normally performed by employees in a bargaining unit, except in cases of emergency, research work, experimental or work of a special mechanical nature, when necessary, or to instruct employees

properly. The term "emergency" is defined to mean an unforeseen combination of circumstances that call for immediate action. This will not be construed to allow supervisors to perform Bargaining Unit work due to inadequate manning by Supervision.

## **ARTICLE 16 GRIEVANCE AND ARBITRATION**

- (a) For the purpose of this Agreement a grievance is hereby defined as a claim by an employee that he has been adversely affected by some action or omission of the Company on or after the signing of this Agreement, and during the term hereof, involving the interpretation or application of a term or terms of this Agreement.
- (b) If an employee or a group of employees has a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the following procedure:

Step 1: Any grievance shall be presented to the supervisor within 10 working days of the occurrence giving rise to the grievance or complaint, or when the grievant would have reasonably known. The grievance shall be presented by the employee or his designee with or without the shop steward, as employee may determine. If a grievance or complaint involves more than one employee, it shall be presented by a steward or Union representative. When an employee requests a shop steward, the Company will provide one within 24 hours.

Step 2: If no settlement is reached in Step 1, the grievance or complaint shall be presented by the shop steward within five working days in writing signed by the grievant or grievants to the Project Manager for adjustment. The Project Manager will give his or his designee's answer in writing to the shop steward within five working days after presentation of the matter to him.

Step 3: If the grievance or complaint is not satisfactorily concluded in Step 2, the Union may request within five working days after the Project Manager or his designee's written answer, that a meeting of the Company committeeman and the Union committeeman be held within five working days after such request. Time and location of the meeting shall be mutually agreed upon.

- (a) The persons attending the meeting on behalf of the Company and the Union must have the authority to resolve and settle the grievance at the meeting, whether by concession, withdrawal, or compromise. If the grievance is settled, such settlement shall be reduced to writing and signed at the meeting, and the grievance shall not thereafter be processed further. If the grievance cannot be resolved, the parties may mutually agree to extend, or the Company shall give a written answer to the Business Representative within five work days after the Step 3 meeting.

- (b) Time limits may be extended only by written agreement of the Company and the Union entered into prior to expiration of the time limitation.

In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays, and holidays shall not be counted.

Step 4: If the grievance is not settled as provided above, it may be submitted by the Union by the submission of written notice to the Company of intentions to arbitrate within 30 calendar days after the Union receives the Company's Step 3 answer or within five work days following the next regular monthly membership meeting of the Union after the Step 3 answer, whichever is later, but in no event more than 60 calendar days after the Union receives the Company's Step 3 answer.

Within 5 work days after notifying the Company of an intention to arbitrate, the Union shall contact the Federal Mediation and Conciliation Service and request that a panel of seven impartial arbitrators be provided in accordance with FMCS procedures. The arbitrator selected from the panel after alternate strikes shall meet with the parties as soon as reasonably possible to hear the grievance. The order of striking shall be determined by lot.

- (c) Any grievance arising under the contract must be presented within 10 work days from the date of the occurrence of the incident giving rise to the grievance to be considered in the grievance procedure and no arbitrator shall have jurisdiction or power to consider any grievance not presented within the time limit specified.
- (d) A separate arbitrator shall be selected to hear each grievance reaching the arbitration step, unless the parties mutually agree to the contrary. The fees and expenses of the arbitrator shall be paid by the losing party. No arbitrator shall have authority to add to, subtract from, or in any way change any of the terms or conditions of this Agreement, or to modify, set aside or extend the same. No proposal to amend, modify or change any of the terms of this contract, to alter any existing classification or the duties of any job, or any existing wage rate, shall be subject to arbitration. The decision of the arbitrator shall be in writing and contain a detailed statement of the reasons supporting the decision, and shall be rendered within 30 calendar days after the close of hearing. The decision of the arbitrator within the scope of the issues submitted shall be final and binding on all concerned.
- (e) No wage claim shall be valid for a period of more than 30 days prior to the filing of a grievance and back pay shall in no event be paid for time or pay not actually lost. There shall be deducted from such back pay awarded all remuneration received from any work performed during such period and any unemployment benefits received, or to which the employee involved would have been entitled had he applied for such benefits.

- (f) The arbitrator shall have no power to substitute his discretion for the Company's discretion in cases where the Company has retained discretion or is given discretion by this Agreement. The arbitrator shall have no power to decide any question which, under this Agreement, is within the right of Management. In rendering his decision, the arbitrator shall have due regard for the rights and responsibilities of Management and shall so construe the Agreement that there will be no interference with the exercise of such rights and responsibilities, except as those rights may be expressly limited by some specific written provision of this Agreement.
- (g) Should the aggrieved or his representative fail to prosecute a grievance within the time limits herein above prescribed as to any step, the grievance shall receive no further consideration (except where the time limit has been extended by mutual agreement between the parties).
- (h) A grievance involving the discharge or suspension of any employee other than a probationary employee shall be filed into Step 3 by the Union representative. No grievance arising from a discharge or suspension by the Company shall be considered unless written notice of the grievance is given to the Company within 10 work days after the discharge or suspension occurs.
- (i) A probationary employee may be discharged during the probationary period without recourse.
- (j) Upon receipt of a written request by the Union, the Company agrees to meet periodically with the grievance committee and Business Representative together with a designated management representative to discuss items of mutual concern. Such meetings will occur as necessary but not more than once per month.

#### **ARTICLE 17 STRIKES AND LOCKOUTS**

During the period of this Agreement, there shall be no strikes, sympathy strikes, stoppages, slowdowns, picketing, or other interferences with the operation of the Company (all of which are hereinafter referred to as "strikes").

- (a) No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike.
- (b) The Company shall be under no obligation to bargain with the Union concerning employees who are on strike or concerning the subject of any strike so long as the strike continues.



- (c) The Company may discipline or discharge any employees who engage in a strike, and such action shall not be subject to review upon any ground other than the employee did not take part in the strike.
- (d) Should any employee in the bargaining unit engage in any of the listed activities, the Company and the Union agree this shall be sufficient cause for immediate termination and without notice, forfeiture of all benefits, vacation, seniority, and any and all conditions and allowances that may be due him, excluding wages or other items covered by law.
- (e) Notwithstanding the above, it shall not be a violation of this Agreement for a bargaining unit employee to refuse to cross a lawful primary picket line of a union located at premises other than those of the Company while such employee is engaged in performing his work. For purposes of this provision, all Fort Rucker base field and stage field locations shall be considered Company premises where an employee may not refuse to cross a picket line. It is further recognized that nothing in this Agreement shall be deemed to preclude or impair the right of the Company to arrange for the performance of the services involved at the lawfully struck premises through the use of supervisory or other non-bargaining unit employees, or by any other means not in violation of law.
- (f) There shall be no lockouts during the term of this Agreement. A lockout as mentioned herein shall not include the closing down of the operation or any part thereof or curtailing any operations for business reasons.

## **ARTICLE 18**

### **BARGAINING ON EXCLUDED MATTERS**

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- (b) Therefore, the Company and the Union each, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless mutually agreed to by both parties.

**ARTICLE 19**  
**JOB DESCRIPTIONS**

The job descriptions for job classification titles covered by this Agreement shall be developed and mutually agreed to by the Company and the Union. They shall be provided in an attachment Appendix A and made a part of the Agreement between the parties and will remain in effect with no change in the material content of the job descriptions except for changes mutually agreed to by the parties through negotiations.

**ARTICLE 20**  
**PRODUCTIVITY, EFFICIENCY AND SAFETY**

- (a) It is the intent of the parties to secure and sustain optimum productivity per employee, consistent with the principle of a fair day's work for a day's pay. In accordance with this important objective, it is agreed that working time is for work only. This does not mean that an employee may not present a grievance during working time, but it does mean that the Company cannot and will not devote amounts of working time of any employee or employees to the handling of grievances to such an extent that performance under the contract is hampered.
- (b) The Company shall strive to maintain safe and healthful conditions to protect employees from injury. It is the desire of both parties to this Agreement to maintain high standards of safety in the operations of the Company to eliminate, as much as possible, industrial accidents and illnesses. The Company, Union, and employees shall work together and cooperate in maintaining work place safety.
- (c) The Company shall designate smoking areas not in violation of Army and insurance regulations, and employees may smoke during such times as the Company may designate.
- (d) The Company shall furnish each employee with adequate facilities and restrooms, including a lavatory at each work site if approved and allowed by the Government.

**ARTICLE 21**  
**DRUG-AND ALCOHOL-FREE WORKPLACE**

- (a) It is the intent of the Company and the Union to maintain a drug-and alcohol-free work place. Both are committed to this end to foster safety, productivity, and compliance with the Drug-Free Work Place Act of 1988 and applicable Federal and State laws, statutes and Department of Transportation regulations. It is agreed that the most restrictive of the above shall apply. It is further agreed that the Company has established a Substance Abuse Policy that employees will be required to follow. A copy of the current policy will be provided to the Union and employees.

- (b) Employees who are required to undergo random testing pursuant to the Substance Abuse Policy, will receive pay for actual time required for testing performed during work or immediately prior to or following their regular work shift. Employees will be paid one-way mileage between their work location and the testing location when testing is performed immediately prior to or following their regular shift. Employees who leave from and return to their work location for testing during their shift will be paid roundtrip mileage between their work location and the testing location.

Employees required to undergo random testing outside their regular work schedule will receive two hours of pay. The Company will pay such employees roundtrip mileage between their primary work location and the testing location.

- (c) Employees who voluntarily resign during their probationary period will have deducted from their final pay check the actual cost incurred by the Company for any drug/alcohol tests and physicals completed during the hiring process.

## **ARTICLE 22 FINANCIAL INSTITUTION DEDUCTIONS**

It is understood and agreed the Company will make bi-weekly payroll deductions with bi-weekly remittance to the financial institutions in the amounts authorized by employees on the Individual Payroll Direct Deposit Authorization form.

## **ARTICLE 23 PENSIONS**

- (a) The Company shall contribute to the IAM National Pension Fund, National Pension Fund Plan B, \$2.00 for each hour for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement beginning October 1, 2009. The Company shall contribute:
  - (1) \$2.15 per hour effective October 1, 2010.
  - (2) \$2.30 per hour effective October 1, 2011.
- (b) The Company shall make contributions based upon a 40-hour work week while an employee is off work due to paid vacations, paid holidays, or on leave to serve as Grand Lodge Representative for the Union.
- (c) The Company shall commence contributions for new, temporary, part-time and full-time employees at the completion of the employee's probation period, but no later than 90 calendar days after date of hire.

- (d) The IAM Lodge and the Company adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- (e) The parties acknowledge that the Trustees of the IAM National Pension Fund may terminate the participation of the employees and the employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- (f) This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement, or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.
- (g) Contributions pursuant to this article shall be forwarded to the IAM Pension fund within 10 working days after the end of the contribution month.

#### **ARTICLE 24 401(K) PLAN**

Eligibility for participation in the 401(k) plan will be limited to those eligible employees who enrolled in the 401(k) plan on or before January 1, 2000. Effective March 31, 2000, no further employee contributions to the 401(k) plan will be accepted from employees covered by this Agreement and no Company contributions will be made to the 401(k) plan on behalf of such employees. All amounts contributed through March 31, 2000, by employees covered by this Agreement and any applicable employer matching contributions will be fully vested as of April 1, 2000. Employees who contributed monies to the 401(k) plan before April 1, 2000, will receive information regarding options to maintain their existing account balances in the Company's 401(k) plan.

#### **ARTICLE 25 COMMERCIAL DRIVER'S LICENSE**

- (a) The employee will start the CDL renewal process on the first work day of his/her work week up to sixty (60) days, but no less than 30 days prior to the expiration of current CDL, with Supervisory approval.
- (b) The Company agrees to incur for all employees as described in this Article:



- (1) The cost of the Department of Transportation (DOT) Commercial Driver's License (CDL) renewal.
  - (2) The cost of any required hazardous material test.
  - (3) Four hours of straight time pay for the CDL renewal.
  - (4) The cost of the DOT License Certification Physical and Drug/Alcohol Test unless the employee has failed to follow doctor's instructions.
  - (5) Up to two hours of straight time pay for the completion of the DOT Physical and Drug/Alcohol Test. The Company will pay for actual time up to a maximum of two hours for completion of the DOT Physical and Drug/Alcohol Test outside regular work hours. An employee who completes the DOT Physical and Drug/Alcohol Test while clocked in during regular work hours will not receive additional pay for time spent completing the DOT Physical and Drug/Alcohol Test.
  - (6) Travel to Examination Management Services, Inc. (EMSI), 4159 Carmichael Road, Montgomery, AL 36106 and return for a total of 188 miles at the rate of \$0.55 per mile .
  - (7) Eight (8) hours of straight time pay for the submission of the required application and finger printing to obtain the Hazardous Materials Endorsement.
  - (8) The cost of the application and finger printing.
  - (9) Four (4) hours straight time pay for obtaining the CDL with the X endorsement.
- (c) The Company will pay for the items listed in paragraph (b) of this Article only for active employees. The Company will not incur these costs for employees on leave, but will reimburse the costs to such employees upon return to active employment at the conclusion of leave.
- (d) The hours of pay provided under this Article shall be considered hours worked for purposes of calculating daily or weekly overtime. The terms of this Article do not apply to any drug/alcohol testing of employees other than testing required in connection with a DOT license certification physical.

## ARTICLE 26 MNPL DEDUCTIONS

- (a) The Company will deduct authorized amounts as follows upon receipt of a properly executed PAC authorization card:
- (1) Minimum deduction will be \$1.00 per employee per month.

- (2) Authorization for deductions received prior to the 15<sup>th</sup> of each month will be effective the first pay period of the following month.
- (3) Deductions will continue until written authorization is received from the employee notifying the Company of his/her intent to cease such deductions.
- (4) Should an employee leave the bargaining unit, deductions will cease automatically.
- (5) There will be no obligation on the part of the Company to collect back deductions in the event of insufficient earnings.
- (6) Monies collected will be forwarded by check, payable to the MNPL, to the Financial Secretary of IAM & AW Local 2003 no later than 10 working days after the last monthly deduction is made.

**ARTICLE 27  
DURATION**

This Agreement shall be in full force and effect from August 2, 2009, until midnight July 31, 2012, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify the Agreement is served by either party upon the other at least 60 days prior to the date of expiration.

This Agreement executed in duplicate is effective August 2, 2009.

Arctic Slope World Services (ASWS)  
Fort Rucker Division

International Association of  
Machinists and Aerospace Workers,  
AFL-CIO, and its Local Lodge  
No. 2003, Daleville, Alabama

By:

(b) (6)

(b) (6)

Project Manager

(b) (6)

(b) (6)

Operations Manager

(b) (6)

(b) (6)

Consultant

(b) (6)

(b) (6)

Directing Business

Representative

(b) (6)

(b) (6)

Chairman

(b) (6)

(b) (6)

Committee

(b) (6)

(b) (6)

(b) (6)

Committee





# **APPENDIX A**

## **Job Descriptions**





## Job Description

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**Job Title:** Refueler

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**Exempt:** No

**Classification Code:**

**Department:**

**Employee:**

**Location:** Alabama

**Reports To:** Refueler Supervisor

**Prepared By:** Human Resources Dept.

**Date:** 01/25/00

**Approved By:**

**Date:**

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**Summary:** Refuel and defuel military and commercial aircraft from mobile units. Stand by during fueling/defueling process as fireguard. Perform related fuel testing, vehicle checks, and documentation.

**Essential Duties and Responsibilities. Other duties may be assigned.**

- Conduct the necessary test to determine fuel quality, water content, and temperature and API gravity. Conduct inspections of fuel equipment/vehicle to ensure safe and efficient operations of fuel distribution systems within a mobile or fixed unit. Check pumping systems for correct operating pressure or unusual noises. Clean strainers and filters, service "aqua-glo" water testing unit. Record findings and report to supervisor. Comply with safety and conservation practices outlined by local environmental requirements for safe fuel handling.
- Hot Fuel Aircraft (aircraft engines in operation) waits for pilot to exit helicopter; stand as fire guard; connect and disconnect lines and grounding wires. Open fuels ports, connect the nozzle up to the adapter and into the fuel tank to begin fueling. Replace dust covers on nozzles; relay number of gallons pumped to the pilot and complete other documentation as necessary.
- Cold Refuel Aircraft (aircraft engines not in operation): perform fueling and documentation as required.
- Stand fire guard and/or guard refueler during the hot fueling process; monitor all activity in the area for any irregularity that would indicate the need to discontinue the pumping process. Radio any emergency to appropriate officials and take immediate action to protect the refueler and any personnel in the area, using fire extinguisher, and procedures as indicated in Company procedures.
- Defuel aircraft as required, using appropriate hoses and adapters. Follow all Company and government procedures for handling hazardous materials.
- Receive, store, and/or transfer fuel from and to fuel storage tanks and fuel tankers. Fill fuel tanks as necessary, perform grounding, safety checks, connect hose to load and unload fuel.



## ASWS HUMAN RESOURCES

Monitor the process, record all meter readings, prepare necessary documentation and report to supervision. Transport fuel from one field to another as necessary.

- Perform safety checks as prescribed by Company or Department of Transportation regulations on all vehicles before commencing operation. Document and report to supervisor any and all deficiencies requiring minor or major maintenance to the vehicle. Drive any government/Company tanker, observing all state, federal, government and Company laws, rules and procedures.
- Perform associated tasks as assigned by supervision, i.e. training, documentation, assistance with ground wires etc.
- Perform refueling using the pantograph system, if required by job assignment.

### **Supervisory Responsibilities:**

None

**Qualification Requirements:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Educations and/or Experience:**

High school graduate or GED strongly preferred. Must be able to speak, read, and write English.

### **Certificates, Licenses, Registrations:**

Commercial Driver's License Class A or B, with X Endorsement. Department of Transportation (DOT) physical certification.

**Other Skills and Abilities:** Ability to demonstrate job procedures and assist in the training of employees in other work areas who are assigned work to this location and classification. Ability to interface with all levels of personnel. Working knowledge of Federal Motor Carrier Safety Regulations. Excellent communication, interpersonal, and penmanship skills.

**Physical Demands:** The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position requires sufficient mobility and strength in lower limbs to operate fuel vehicle pedals, pull full fuel hoses to service aircraft and respond/move quickly in the event of an emergency.

While performing the duties of this job, the employee is regularly required to use hands and fingers, handle or feel objects, tools, or controls, reach with hands and arms, pull fuel hoses, and





## ASWS HUMAN RESOURCES

speak and hear. The employee is frequently required to stand and walk, stoop, kneel, crouch, or crawl, and occasionally climb or balance. The employee must be able to speak and hear.

The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing his job, the employee regularly works in outdoor weather conditions including wet and humidity, and extreme heat. The employee frequently works near moving parts, and occasionally to toxic or caustic chemicals. The employee is frequently exposed to fumes or airborne particles. The noise level in the work environment is usually loud.



## Job Description

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**Job Title:** Fuel Distribution System Mechanic

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**Exempt:** No

**Classification Code:**

**Employee:**

**Department:**

**Reports To:** Operations Manager

**Location:** Ft. Rucker

**Prepared By:** Human Resources Dept.

**Date:** 03/00

**Approved By:**

**Date:**

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### Summary:

Inspects, maintains and repairs fuel storage and systems with associated on and off loading components, and hot-site delivery systems. Uses hand and power tools, tests and trouble shooting instruments. Reads and interprets mechanical and electrical schematics, diagrams and blueprints.

Provides instructions to System Operators.

**Essential Duties and Responsibilities.** Other duties may be assigned.

- Inspects facilities and equipment for proper operation.
- Perform all preventive/maintenance on all fuel dispensing equipment and facilities.
- Aligns valves and checks pumps for product receipts/delivery.
- Performs daily pipeline inspections pressure checks and volume checks.
- Conducts spill containment and clean up.
- Performs routine maintenance on the motor control center building such as sweeping, mopping, and cleaning.
- Performs minor painting of equipment and facilities.
- Inspects valve pits and remove any water or fuel accumulation.
- Performs necessary vegetation control in and around fuel facilities.
- Overhauls system components such as pressure regulating valves, etc.
- Inspects electrical wiring, switches and controls for safe operations.
- Lubricates and repack necessary system components
- Replaces various gaskets, seals; corrects pumping equipment misalignment.
- Performs other associated tasks as directed.

### Supervisory Responsibilities:

Intermittently supervises System Operators.



## ASWS HUMAN RESOURCES

**Qualification Requirements:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience:**

High school diploma or GED strongly preferred. Two (2) years experience in fuel facility operations, and maintenance.

**Language Skills:**

Must be able to communicate in English, both orally and written

**Mathematical Skills:**

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

**Reasoning Ability:** Must be able to make on the spot decisions regarding safety practices, and system operational functions.

**Certificates, Licenses, Registrations:**

Alabama State Driver's License required; Commercial Driver's License Class A or B with X endorsement desired.

Alabama Calibrations Certificate.

Alabama Electrician Certificate or License desired.

**Other Skills and Abilities:**

Must have basic knowledge of computer operations.

**Physical Demands:** The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This position requires sufficient mobility and strength in the lower limbs to operate equipment/vehicle pedals, pull full fuel hoses to perform system maintenance and respond/move quickly in the event of an emergency.

While performing the duties of this job, the employee is regularly required to use hands and fingers, handle or feel objects, tools, or controls, reach with hands and arms, pull fuel hoses, and



## ASWS HUMAN RESOURCES

talk and hear. The employee is frequently required to stand and walk, stoop, kneel, crouch, or crawl, and occasionally climb or balance.

The employee must frequently lift and/or move up to 25 pounds, occasionally lift/or move up to 100 pounds.

Specific vision abilities required by this job include and ability to adjust and focus, has clear depth vision both close and at a distance, and accurately distinguishes colors.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing his job, the employee regularly works in outdoor weather conditions including wet and humidity, and extreme heat. The employee frequently works near moving parts, and occasionally to toxic or caustic chemicals. The noise level in the work environment is usually moderate to very loud.





## Job Description

---

**Job Title:** Heavy Equipment Mechanic

---

**Exempt:** No

**Classification Code:**

**Employee:**

**Department:** Operations

**Reports To:** Operations Manager

**Location:** Ft. Rucker

**Prepared By:** Human Resources Dept.

**Date:** 03/00

**Approved By:**

**Date:**

---

### Summary:

Analyzes malfunctions, maintains, repairs, rebuilds or overhauls major and minor assemblies of internal combustion trucks/tractors and related fuel dispensing equipment. Operates and inspects machines or equipment to diagnose defects. Reads and interprets mechanical and electrical schematics, diagrams and blue prints. Provides instructions to Refuelers.

### Essential Duties and Responsibilities. Other duties may be assigned:

- Works to written or verbal instructions.
- Performs all work assigned in accordance with approved procedures.
- Diagnoses the source of trouble and determines the extent of repairs required.
- Replaces worn or broken parts such as piston rings, bearings, or other engine parts.
- Repairs carburetors.
- Conducts spill containment and cleanup.
- Repairs fuel injection, lighting and ignition systems.
- Performs safety checks and repairs as prescribed by the company, and/or Department of Transportation, on all vehicles.
- Documents and reports repair status to supervision any and all deficiencies requiring minor and major maintenance to the vehicle.
- Drives any government/company tanker, observing all state, federal, government and company laws, rules and procedures.
- Performs maintenance on all vehicle and stagefield equipment including valves, piping, pumps, meters, nozzles and all necessary tank truck accessories.
- Calibrates meters.
- Dismantles and reassembles equipment.
- Conducts training on fuel equipment.
- Performs associated tasks and other related duties as assigned by supervision.



## ASWS HUMAN RESOURCES

### **Supervisory Responsibilities:**

Intermittently supervises Refuelers.

**Qualification Requirements:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Education and/or Experience:**

- High school diploma or GED strongly preferred.
- Familiar with tools, equipment, regulations and safety procedures required for the accomplishment of assigned duties.
- Ability to perform maintenance, repairs and/or overhaul major and minor assemblies related to heavy tank trucks.
- Must demonstrate the ability to properly perform daily, weekly and monthly maintenance checks as required for aircraft refueling equipment.

### **Language Skills:**

Must be able to communicate in English, both orally and written.

### **Mathematical Skills:**

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.

### **Reasoning Ability:**

Must be able to make on the spot decisions regarding safety practices, and system/equipment operational functions.

### **Certificates, Licenses, Registrations:**

- Commercial Driver's License Class A or B, with X endorsement.
- Alabama Calibration Certificate
- ASE Certificate

### **Other Skills and Abilities:**

Must have basic knowledge of computer operations.

**Physical Demands:** The physical demands described here are representatives of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position requires sufficient mobility and strength in the lower limbs to operate fuel vehicle pedals, pull full fuel hoses to perform maintenance and respond/move quickly in the event of an emergency.



## ASWS HUMAN RESOURCES

While performing the duties of this job, the employee is frequently required to use hand and fingers, handle, or feel objects, tools, or controls, reach with hands and arms, pull fuel hoses and talk and hear. The employee is frequently required to stand and walk, stoop, kneel, crouch, or crawl, and regularly climb or balance.

The employee must frequently lift and/or move up to 10 pounds; and regularly lift and/or move from 25 to 100 pounds.

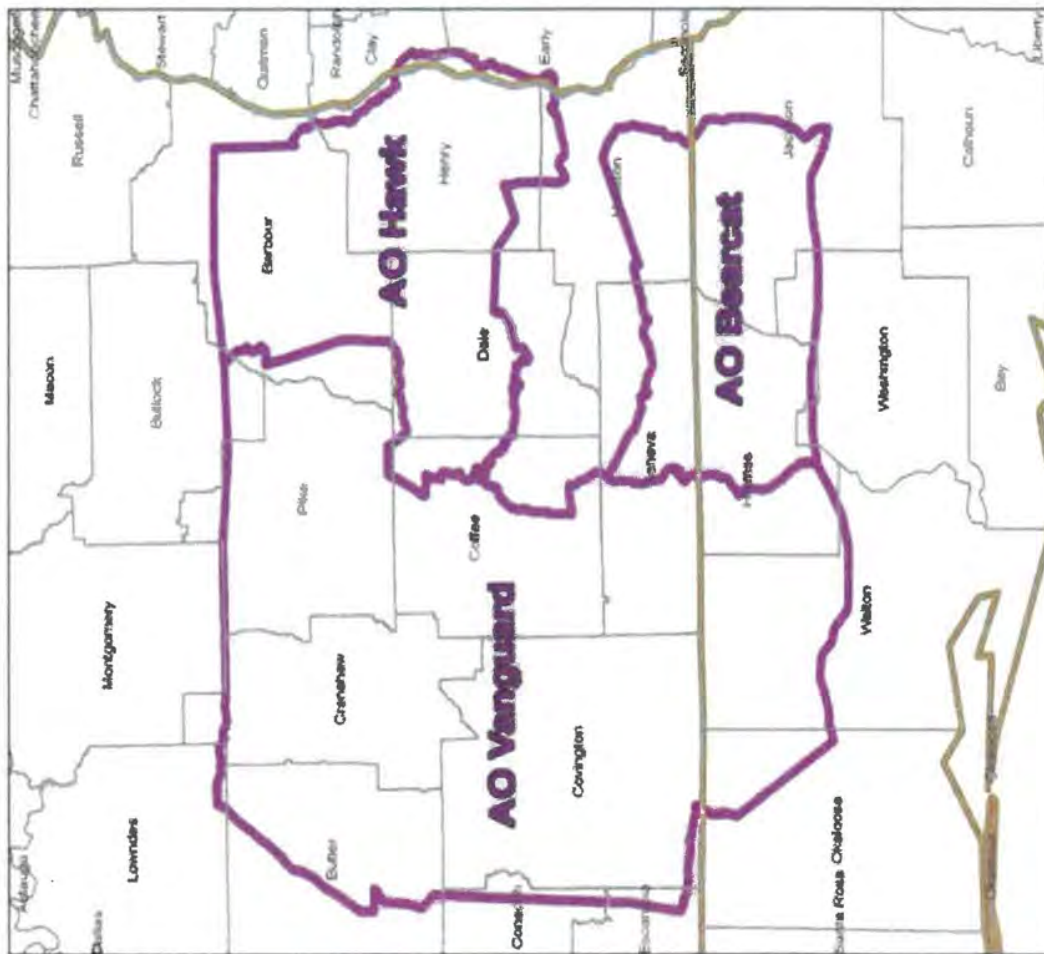
Specific vision abilities required by this job include the ability to adjust and focus, have clear depth vision both close and at a distance, and accurately distinguish colors.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing this job, the employee frequently works in outdoor weather conditions including wet and humidity and extreme heat. The employee frequently works near moving parts, and is occasionally exposed to toxic or caustic chemicals. The noise level in the work environment is usually moderate to very loud.





# Attachment #7: Map of the Local Flying Area





## **Attachment #3: Pre-execution Requirements**

### **1. Initial On-Station Inspection/Phase-in Period.**

1.1. Contract performance will begin at 12:01 AM (local time) on contract start date. The Contractor will be provided a fifteen (15) day phase-in period prior to the full performance start date, for the purposes of contractor staffing, cross training, and familiarization. The Contractor shall also present for Government inspection at Fort Rucker, Alabama, all of the equipment to be used in the performance of this contract. When the follow-on Contractor will be using the incumbent's equipment, the inspection timeline specified is generally not feasible. In such cases, an inspection schedule will be arranged with the Contractor.

1.2. During the phase-in period, the Contractor will be allowed entry to all locations of work, to familiarize supervisors, key personnel, and staff with equipment, reporting procedures, work schedules, operating procedures, and other matters. The Contractor shall also inventory and take possession of GFE. The COR will arrange entry access and transfer of GFE. By the end of the phase-in period, the Contractor shall be prepared to perform this PWS in its entirety, with all key and non-key personnel in place and performing assigned functions.

1.3. The Contractor is responsible for making necessary arrangements with the COR regarding entry into the installation. Equipment presented for inspection will be vapor free except when at the Contractor's request, tank interiors have been previously inspected and accepted in writing by a Government technical representative and are in conformance with contract requirements. The initial on-station inspection period is for the convenience of the Government and no work shall be performed by the Contractor on the equipment during this period unless approved by the Contracting Officer. Representation by the Contractor at the inspection shall be limited to two individuals except when additional Contractor personnel, who shall render assistance to Government inspection personnel, are specifically authorized by the inspector. The Government will complete inspection of the Contractor's equipment no later than 8:00 A.M. (local time) of the calendar day proceeding the date aircraft refuel/defuel delivery services are to commence.

1.4. The Contractor shall be responsible for disassembling filtration units to facilitate the performance pre-inspection. The Contractor shall present, at the time of this inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drop data for each filter element. The contractor shall provide written certification from the manufacturer that all filter elements meet or exceed the standards of MIL-F-8901.

1.5. Each refueling/defueling vehicle used by the Contractor in performance of this contract shall be tested for filter effectiveness by the Petroleum Oil and Lubricants Lab, prior to contract commencement date. These tests shall be accomplished during the initial on-station inspection period. All refueling/defueling equipment shall be made available at the Aviation Fuels Laboratory at Fort Rucker, Alabama for testing. Equipment not meeting contract requirements shall not be used in performance of this contract.

1.6. Refueling/defueling vehicles need not be new, however the Contractor must develop and present to the Contracting Officer and representative a replacement schedule for all vehicles used throughout the life of the contract. This schedule shall include pertinent data on all vehicles including vehicle identification number, administrative number, year of manufacture, and vehicle mileage.

2. All locks to be used under this contract shall be approved in writing by the Physical Security Section, Provost Marshal Office prior to contract start date. The Contractor shall provide six (6) copies of the finalized Physical Security Plan to the Contracting Officer by contract start date and as changes occur.

3. Equipment Accountability and Working Condition. At least seven (7) days prior to the start date, the Contractor and the Property Administrator will jointly conduct an inventory of all equipment to determine accountability and working condition. The Contractor and the Property Administrator shall certify their

agreement with all notes on accountability, working order, and discrepancies. Upon expiration of the contract, a joint inventory of equipment shall be conducted by the Contractor and the Property Administrator. The Contractor shall replace lost or damaged equipment beyond fair wear and tear.

4. Publications. The Government will furnish, at contract start date, a complete set of current mandatory publications as required by Section 9.2 of this PWS. Updates and changes to these publications will be furnished by the Property Administrator as they are received by the Government.



HISTORY OF AVERAGE NUMBER OF AIRCRAFT,  
BY TYPE, ISSUED PER FLIGHT PERIOD AT BASEFIELDS

LOCATION	AIRCRAFT TYPE	AM	PM	N1
CAIRNS	UH-1/TH-1	5	8	2
	UH-60	2	2	1
	C-12		2	5
	TH-67	101	84	9
	LUH-72	3	6	1
	OTHER TYPES	2	2	0
	<b>TOTALS</b>	<b>113</b>	<b>105</b>	<b>14</b>
HANCHEY	OH-58D	8	20	9
	AH-64	25	43	29
	<b>TOTALS</b>	<b>33</b>	<b>63</b>	<b>38</b>
LOWE	UH-60	45	45	41
KNOX	CH-47	9	9	11
	MI-17	1	1	1
	<b>TOTALS</b>	<b>10</b>	<b>10</b>	<b>12</b>
SHELL	TH-67	10	15	2
	OH-58	21	19	11
	<b>TOTALS</b>	<b>31</b>	<b>34</b>	<b>13</b>
	<b>GRAND TOTALS</b>	<b>232</b>	<b>267</b>	<b>118</b>



Program Manager,  
Contractor

**From:** Program Manager, Contractor  
**Sent:** Wednesday, July 23, 2014 4:19 PM  
**To:** Contracting Specialist; CIV USARMY HQDA ACA (US)  
**Cc:** CIV (US)  
**Subject:** RE: Cost Proposal (UNCLASSIFIED)  
**Attachments:** UH72 Cost Final.xls

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Contracting Specialist

Provided is our proposal as requested.

Please advise if you should have any questions.

Please let me know you have received,

Thank you,

Program Manager,  
Contractor  
Project Manager  
Primus Solutions, Inc.  
Ft. Rucker, AL

**From:** Contracting Specialist; CIV USARMY HQDA ACA (US) [mailto:Contracting Specialist]  
**Sent:** Monday, July 21, 2014 3:25 PM  
**To:** Program Manager - PM  
**Cc:** Contractor; CIV (US); Contracting Specialist; CIV USARMY HQDA ACA (US)  
**Subject:** Cost Proposal (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: FOUO

Program Manager,  
Contractor



Turned in  
7-23-14

		FY15	FY16	FY17
Start Up Cost		Dec., 2014 - Dec., 2015	Dec., 2015 - Dec., 2016	Dec., 2016 - Dec., 2017
Equipment				
Schedule A				
Start Up Vehicles	\$			
	\$			
	\$			
Personnel				
Start Up Schedule B	\$			
Schedule B				
Total Per Year	\$			



	FY15	FY16	FY 17
Fuel & Support Truck(s)			
Additions to Capitol Equipment			
<i>Depreciation Schedule</i>			
Other Costs - Vehicles			

Legend



A/C  
A/C

A/C  
A/C

A/C

FY15		FY16		FY17	
Recovery	Maint.	Recovery	Maint.	Recovery	Maint.

[Redacted]

[Redacted]

Each	Qty	Start Up	FY15 12	FY16 10	FY 17 2
[Redacted]					

[illegible]



**Personnel**

**FT/PT**

**Per Period**

**FY15**

15

FY15

Shop

Office

\*Travel time included in hours

Personnel

	FT/PT	Per Period	FY16
--	-------	------------	------

[REDACTED]			
------------	--	--	--

[REDACTED]			
------------	--	--	--

[REDACTED]			
------------	--	--	--

Shop			
------	--	--	--

Office			
--------	--	--	--

Personnel

FT/PT

Per Period

FY17

17

FY17

shop

Office

Primus Solutions, Inc.  
Refuel/Defuel Services  
Fort Rucker, Alabama

Refueler 1st Shift Per Hour Rate  
FY 2015

[illegible]

Refueler 1st Shift Per Hour Rate



F [redacted] ons, Inc.  
Reuel/Deuel Services  
Fort Rucker, Alabama

Operations Manager  
FY 2015

Description	Hours	Rate	Amount
Direct Labor	[redacted]		
[redacted]	[redacted]		

Primus Solutions, Inc.  
Refuel/Defuel Services  
Fort Rucker, Alabama

Refueler 2nd Shift Per Hour Rate  
FY 2015

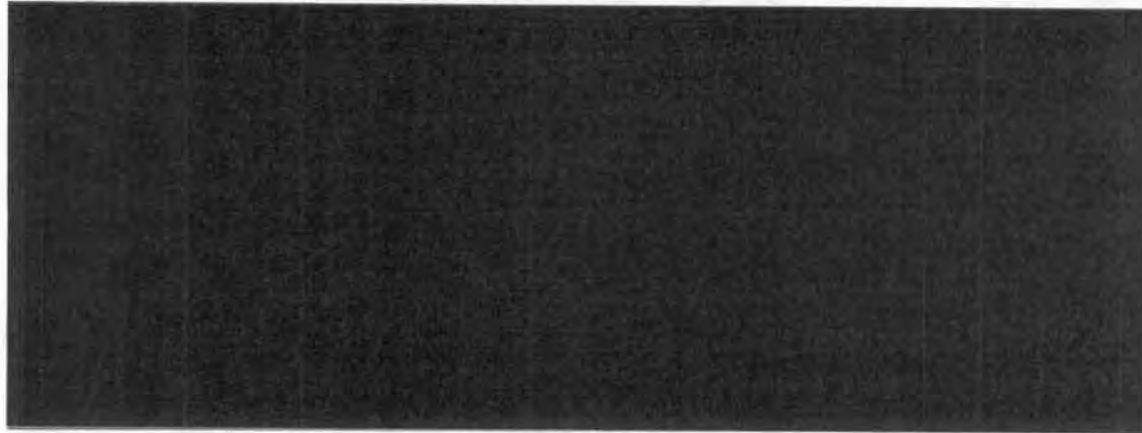
[illegible]

Refueler 2nd Shift Per Hour Rate

ions, Inc.  
Refuel/Defuel Services  
Fort Rucker, Alabama

Refueler 3rd Shift Per Hour Rate  
FY 2015

Description	Hours	Rate	Amount
-------------	-------	------	--------



Primus Solutions, Inc.  
Refuel/Defuel Services  
Fort Rucker, Alabama

Heavy Equipment Mechanic  
FY 2015

Description	Hours	Rate	Amount



### Refueler

Each	Initial/Per Year Qty.	Cost	Start Up
------	--------------------------	------	----------

Hvy Equip Mech



Herri First

From: Contracting Specialist [REDACTED] CIV USARMY HQDA ACA (US) [REDACTED]  
Sent: Monday, July 21, 2014 3:25 PM  
To: [REDACTED] PM  
Cc: [REDACTED] CIV (US); Contracting Specialist [REDACTED] CIV USARMY HQDA ACA (US)  
Subject: Cost Proposal (UNCLASSIFIED)  
Follow Up Flag: Follow up  
Flag Status: Flagged  
Categories: Red Category

Classification: UNCLASSIFIED

Caveats: FOUO

[REDACTED]

Please provide a Cost Proposal for below for the scope of change to the contract. Will need this as soon as possible. I know this is a short suspense and would appreciate it if you can provide this to us by COB 23 July 2014.

[REDACTED]

MAR 15 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] launches per period.

MAR 16 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] launches per period.

MAR 17 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x [REDACTED] launches per period.

[REDACTED] (Note- BWS will move to [REDACTED] o/a Mar 16. FMS training location is TBD)

MAR 15 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] launches per period.

MAR 16 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x AH-64D/E and [REDACTED] x [REDACTED] launches per period.

MAR 17 [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] will require maintenance. Recovery Opns will consist of [REDACTED] x [REDACTED] and [REDACTED] x [REDACTED] launches per period.



[REDACTED] (Note - BWS will move to [REDACTED] o/a Mar 16. FMS training location is TBD)

MAR 15 [REDACTED] x [REDACTED] on hand. Recovery Opns will consist of [REDACTED] x [REDACTED] launches per period.

MAR 16 [REDACTED] x [REDACTED] on hand. Recovery Opns will consist of [REDACTED] x [REDACTED] launches per period.

MAR 17 [REDACTED] x [REDACTED] on hand. Recovery Opns will consist of [REDACTED] x [REDACTED] launches per period.

If you cannot make the above suspense, please let us know as soon as you can. Thank you and will be awaiting.

#### **Contracting Specialist**

Contract Specialist  
MICC - Ft Rucker  
Bldg 5700, Rm 380  
Fort Rucker, AL 36362

★

(334) 255 9754 / DSN 558

FAX (334) 255 1231

"Strength" - Is nothing more than how well you hide the pain!!

Classification: UNCLASSIFIED

Caveats: FOUO



Sherri First

---

**From:** [REDACTED] Program Manager, Contractor  
**Sent:** Friday, January 30, 2015 1:24 PM  
**To:** [REDACTED] US); [REDACTED] Contracting Specialist; [REDACTED] CIV USARMY HQDA ACA (US)  
**Subject:** RE: Additional Fuel Trucks (UNCLASSIFIED)  
**Attachments:** Truck purchase 9 29 14 Final.xls

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

[REDACTED]  
Attached is Primus' proposal for the six additional fuel trucks.

Please advise should you have any questions or require additional information.

[REDACTED] Program Manager  
[REDACTED] Contractor

Project Manager  
Primus Solutions, Inc.  
W: 334.598.1822 | M: [REDACTED] | 760 Hwy 134 East, Daleville, AL 36322

-----Original Message-----

**From:** [REDACTED] CIV (US) [mailto:[REDACTED]]  
**Sent:** Thursday, January 22, 2015 11:08 AM  
**To:** [REDACTED] Program Manager; [REDACTED] Contracting Specialist; [REDACTED] CIV USARMY HQDA ACA (US)  
**Subject:** RE: Additional Fuel Trucks (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: FOUO

Hi [REDACTED] Program Manager  
[REDACTED] Contractor

Please provide a revised proposal for the additional six refuel trucks no later 30 JAN 2015.

Thanks,

[REDACTED]

-----Original Message-----

**From:** [REDACTED] Program Manager, Contractor  
**Sent:** Monday, September 22, 2014 12:31 PM  
**To:** [REDACTED] Contracting Specialist; [REDACTED] CIV USARMY HQDA ACA (US)  
**Cc:** [REDACTED] CIV (US); [REDACTED]  
**Subject:** RE: Additional Fuel Trucks (UNCLASSIFIED)



Contracting  
Specialist

Attached is our proposal (cover letter and worksheet) as requested for the purchase of 6 trucks.

Due to email issues could you please reply upon receipt that you have received this proposal, I want to make sure it made it to you.

Thank you,

Program Manager,

Contractor

Project Manager

Primus Solutions, Inc.

Ft. Rucker, AL

-----Original Message-----

Contracting Specialist

From: [REDACTED] CIV USARMY HQDA ACA (US) (mailto:[REDACTED])

Sent: Thursday, September 18, 2014 1:07 PM

To: Program Manager,

Contractor

Cc: [REDACTED] CIV (US); [REDACTED] Contracting Specialist CIV USARMY HQDA ACA (US)

Subject: RE: Additional Fuel Trucks (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: FOUO

Program Manager,

Contractor

[REDACTED] spoke with me on this just after I sent out the email and suggested that date as well. Thank you and will be awaiting your response.

Contracting Specialist

Contract Specialist

MICC - Ft Rucker

Bldg 5700, Rm 380

Fort Rucker, AL 36362

★ Contracting Specialist

☎ (334) 255 9754 / DSN 558

FAX (334) 255 1231

"Strength" - Is nothing more than how well you hide the pain!!

-----Original Message-----

From: Program Manager, Contractor

Sent: Thursday, September 18, 2014 11:28 AM

To: Contracting Specialist A CIV USARMY HQDA ACA (US)

Cc: [REDACTED] CIV (US); [REDACTED]

Subject: RE: Additional Fuel Trucks (UNCLASSIFIED)

Good morning Contracting Specialist

As we are working diligently on providing you a cost proposal as quickly as possible, we request an extension for this request until close of business Tuesday, September 23, 2014.

Thank you in advance for this consideration,

Program Manager  
Contractor  
Project Manager  
Primus Solutions, Inc.  
Ft. Rucker, AL  
[REDACTED]

-----Original Message-----

From: [REDACTED] Contracting Specialist CIV USARMY HQDA ACA (US) (mailto:[REDACTED])  
Sent: Thursday, September 18, 2014 9:58 AM  
To: [REDACTED] Program Manager, PM  
Cc: [REDACTED] Contractor; [REDACTED] E CIV (US); [REDACTED] Contracting Specialist CIV USARMY HQDA ACA (US)  
Subject: RE: Additional Fuel Trucks (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: FOUO

Morning [REDACTED] Program Manager, Contractor

There has been a slight change to below. Please see the last sentence.

I know this is a rush job that we are sending to you but we are trying to purchase these trucks before year end (put monies on a modification). With that said, we will need a cost proposal from Primus for six (6) 5K Refueling/Defueling Trucks with the following specifications: [REDACTED] and all other contractual requirements. Trucks will be the same as the ones currently in use, but with the aforementioned characteristics and be DOT compliant.

If all possible, we would like to get this by COB Friday, 19 September 2014, or earlier. Thank you and will be awaiting our response.

[REDACTED] Contracting Specialist

Contract Specialist  
MICC - Ft Rucker  
Bldg 5700, Rm 380  
Fort Rucker, AL 36362

★ [REDACTED]  
(334) 255 9754 / DSN 558  
FAX (334) 255 1231

"Strength" - is nothing more than how well you hide the pain!!

-----Original Message-----

From: [REDACTED] Contracting Specialist CIV USARMY HQDA ACA (US)  
Sent: Wednesday, September 17, 2014 8:34 PM  
To: [REDACTED] Program Manager, PM  
Cc: [REDACTED] Contractor; [REDACTED] E CIV (US); [REDACTED] Contracting Specialist CIV USARMY HQDA ACA (US)  
Subject: Additional Fuel Trucks (UNCLASSIFIED)

Classification: UNCLASSIFIED  
Caveats: FOUO

Program  
Manager, [REDACTED]

I know this is a rush job that we are sending to you but we are trying to purchase these trucks before year end (put monies on a modification). With that said, we will need a cost proposal from Primus for six (6) 5K Refueling/Defueling Trucks with the following specifications: [REDACTED] and all other contractual requirements. Trucks should be able to haul a minimum of 5,000 gallons of fuel and be DOT compliant.

If all possible, we would like to get this by COB Friday, 19 September 2014, or earlier. Thank you and will be awaiting your response.

Contracting Specialist  
[REDACTED]

Contract Specialist

MICC - Ft Rucker

Bldg 5700, Rm 380

Fort Rucker, AL 36362



Contracting Specialist  
[REDACTED]

☎ (334) 255 9754 / DSN 558

FAX (334) 255 1231

"Strength" - Is nothing more than how well you hide the pain!!

Classification: UNCLASSIFIED  
Caveats: FOUO

Classification: UNCLASSIFIED  
Caveats: FOUO



Classification: UNCLASSIFIED  
Caveats: FOUO

Classification: UNCLASSIFIED  
Caveats: FOUO

Primus Solutions, Inc.

UH72 Project - Truck Only Proposal

Summary

FY15

Dec., 2014 - Dec., 2015



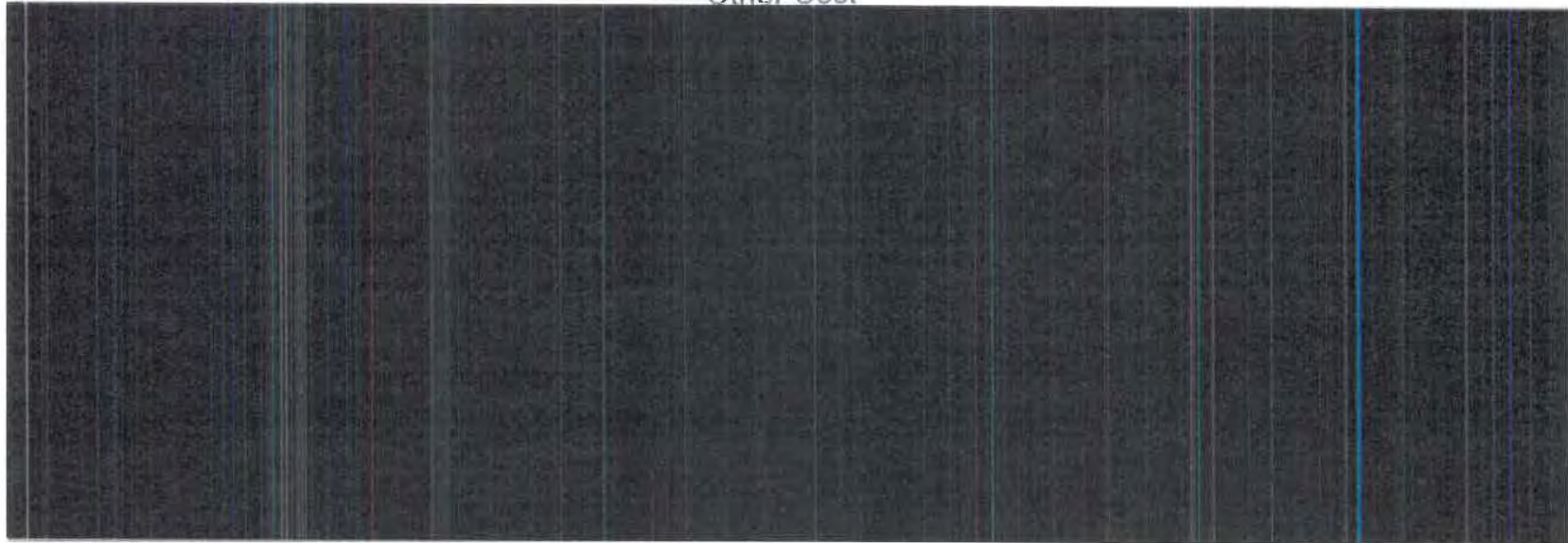
UH72 Project - Truck Only Proposal

Trucks



UH72 Project - Truck Only Proposal

Other Cost



NOTE: This does not include other cost for Option Year 2, 3, & 4



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 63	
2. CONTRACT NO. W91247-12-C-0023		3. AWARD/EFFECTIVE DATE 16-May-2012		4. ORDER NUMBER		5. SOLICITATION NUMBER W91247-11-R-0017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME [REDACTED]		b. TELEPHONE NUMBER (No Collect Calls) 910-908-3465		8. SOLICITATION ISSUE DATE 13-Oct-2011	
9. ISSUED BY MISSION & INSTALLATION CONTRACTING CMND MICC CENTER - FORT BRAGG 2175 REILLY ROAD STOP A FORT BRAGG NC 28310-5000  TEL: FAX: 910-396-8346/7872/5603/4645		CODE W91247		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 7.0 NAICS: 488190		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DOL, FORT RUCKER BUILDING 1215, ROOM 4 FORT RUCKER AL 36362		CODE W31BMZ		16. ADMINISTERED BY MICC ICO FORT RUCKER MICC ICO FORT RUCKER BUILDING 5700 ROOM 380 FORT RUCKER AL 36362		CODE W9124G	
17a. CONTRACTOR/OFFEROR ASRC PRIMJS 6303 IVY LANE SUITE 130 GREENBELT MD 20770  TEL. 301-837-5401		CODE 3GQG0		18a. PAYMENT WILL BE MADE BY DFAS IN VP GFEB 8899 E. 56TH ST INDIANAPOLIS IN 46249-3800		CODE HQ0490	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$10,115,260.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  REF: 91-Class III POL				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED 27-Apr-2012. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  [REDACTED]		31c. DATE SIGNED 16-May-2012	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) [REDACTED] / Contracting Officer TEL: 910-907-3774 EMAIL: [REDACTED]@us.army.mil			

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)  
Prescribed by GSA  
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 63

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

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FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

## \*SUBJECT TO THE AVAILABILITY OF FUNDS\*

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In Period FFP Phase-in period in which the Contractor shall prepare to assume full responsibility for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Contractor performance shall be in accordance with the PWS and all terms and conditions stated herein. Period of Performance: 17 Dec 2012 to 31 Dec 2012. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		12	Months		

Class 3 Distribution Service

FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 1 Jan 2013 to 16 Dec 2013.

FOB: Destination

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NET AMT



ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Each		NTE

Class 3 Distribution Service- Wknd/Sp  
FFP

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft in accordance with paragraphs 7.3.2 and 7.3.3 of the PWS. See ordering instructions at paragraph 7.3.4 of the PWS. Period of Performance: 1 Jan 2013 to 16 Dec 2013. Rates established in the pricing matrices will be used to invoice against this CLIN. See attached pricing matrices. This is a Government estimated amount and shall not be altered.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	\$0.00	\$0.00 NC

CMR

FFP

The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 6.0 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalent is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.

FOB: Destination

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Class 3 Distribution Service				

FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Each		
OPTION	Class 3 Distribution Service- Wknd/Sp FFP Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft in accordance with paragraphs 7.3.2 and 7.3.3 of the PWS. See ordering instructions at paragraph 7.3.4 of the PWS. Period of Performance: 17 Dec 2013 to 16 Dec 2014. Rates established in the pricing matrix will be used to invoice against this CLIN. See attached pricing matrices. This is a Government estimated amount and shall not be altered. FOB: Destination				
					NTE

NET AMT



ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Each	\$0.00	\$0.00 NC
OPTION	CMR				

FFP

The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 6.0 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.

FOB: Destination

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Class 3 Distribution Service FFP	12	Months		

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2014 to 16 Dec 2015.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Class 3 Distribution Service- Wknd/Sp FFP Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft in accordance with paragraphs 7.3.2 and 7.3.3 of the PWS. See ordering instructions at paragraph 7.3.4 of the PWS. Period of Performance: 17 Dec 2014 to 16 Dec 2015. Rates established in the pricing matrix will be used to invoice against this CLIN. See attached pricing matrices. This is a Government estimated amount and shall not be altered. FOB: Destination		Each		NTE

NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	CMR FFP	1	Each	\$0.00	\$0.00 NC

The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 6.0 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalent is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.

FOB: Destination

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NET AMT

\$0.00



ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Class 3 Distribution Service				

FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2015 to 16 Dec 2016.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Each		NTE
OPTION	Class 3 Distribution Service- Wknd/Sp FFP Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft in accordance with paragraphs 7.3.2 and 7.3.3 of the PWS. See ordering instructions at paragraph 7.3.4 of the PWS. Period of Performance: 17 Dec 2015 to 16 Dec 2016. Rates established in the pricing matrix will be used to invoice against this CLIN. See attached pricing matrices. This is a Government estimated amount and shall not be altered. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1	Each	\$0.00	\$0.00 NC
OPTION	CMR				

FFP

The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 6.0 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalent is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.

FOB: Destination

NET AMT

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\$0.00

ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	Class 3 Distribution Service				

FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2016 to 16 Dec 2017.

FOB: Destination

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NET AMT



ITEM NO	SUPPLIES/SERVI CES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Each		
OPTION	Class 3 Distribution Service- Wknd/Sp FFP				
	Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft in accordance with paragraphs 7.3.2 and 7.3.3 of the PWS. See ordering instructions at paragraph 7.3.4 of the PWS. Period of Performance: 17 Dec 2016 to 16 Dec 2017. Rates established in the pricing matrix will be used to invoice against this CLIN. See attached pricing matrices. This is a Government estimated amount and shall not be altered.				
	FOB: Destination				

NET AMT

NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		1	Each	\$0.00	\$0.00 NC
OPTION	CMR				

## FFP

The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 6.0 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalent is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.

FOB: Destination

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NET AMT

\$0.00

#### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.223-11	Ozone-Depleting Substances	MAY 2001

52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test

any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) Invoice.

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



- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

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

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

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

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

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

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

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

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

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 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 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain



Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR

database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be **incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.**

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

**ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JUN 2010)**

1. This solicitation incorporates 52.212-1, 52.212-3, 52.212-4, and 52.212-5. Addenda are attached.
2. **INVOICES AND PAYMENTS:** Wide Area Work Flow (WAWF)
  - (a) All contractor invoices and receiving reports are required to be submitted electronically in accordance with DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. Contractors shall submit invoices through the WAWF System at <https://wawf.eb.mil/>.
  - (b) The Government will be using WAWF to accept/approve invoices and receiving reports. Payment will not be made unless and until both the contractor and the Government WAWF submissions are submitted and processed correctly. Contractor invoices must reflect the contract line item numbers (CLINs) contained in the contract. Proper invoices also must reflect the prices stipulated in the contract and the service or supply must be delivered, inspected and accepted.
  - (c) An interactive self-paced training module is available for both contractor and Government personnel at <http://wawftraining.com> to learn how to use WAWF. WAWF also offers customer support and/or assistance at 1-866-618-5988.
  - (d) The following codes will be required to route receiving reports and invoices correctly through WAWF.

CONTRACT NUMBER:	<b>W91247-12-C-0023</b>
TYPE OF DOCUMENT:	<b>COMBO</b>
CAGE CODE:	<b>3G0QG</b>
ISSUE BY DODAAC:	<b>W91247</b>
ADMIN DODAAC:	<b>W9124G</b>
INSPECT BY DODAAC:	<b>W31BMZ</b>
SERVICE ACCEPTOR/SHIP TO:	<b>W31BMZ</b>
LOCAL PROCESSING OFFICE:	<b>W9124G</b>
PAY OFFICE DODAAC:	<b>HQ0409</b>

### 3. Insurance Requirement

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance – Work on a Government Installation."

KIND:

AMOUNT:

Workmen's Compensation	Amount required by the State in which this contract is performed and Occupational Disease Insurance
Employer's Liability Insurance	\$100,000
Comprehensive General Liability	\$500,000 per occurrence
Insurance for Bodily Injury	\$200,000 per person
Comprehensive Automobile Liability	\$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage

General Liability Insurance: General liability insurance coverage written on the comprehensive form of policy, is required in the amount of \$500,000.00 per occurrence for bodily injury, and \$50,000 per occurrence for property damage. The deductibles under such policy shall not be greater than (i) \$10,000 per person or \$25,000 per occurrence for bodily injury or (ii) \$10,000 for property damage

#### 4. Federal Holidays

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr., Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

END OF ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—  
COMMERCIAL ITEMS (JUN 2010)



**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

  X   (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies

to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (10) [Reserved].

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_X\_ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

\_X\_ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

- \_\_\_ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- X (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- \_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- \_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- X (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- X (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

X   (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

  X   (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

       (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

       (33) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

       (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

       (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

       (ii) Alternate I (DEC 2007) of 52.223-16.

  X   (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

       (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

       (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

       (ii) Alternate I (JAN 2004) of 52.225-3.

       (iii) Alternate II (JAN 2004) of 52.225-3.

       (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).



\_\_\_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_

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

\_X\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X   (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

  X   (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

       (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

       (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

       (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)



**52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**52.252-2 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 address(es):

<http://farsite.hill.af.mil/>

(End of clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (AUG 2011)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☒ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☒ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ☒ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ☐ Alternate I (DEC 2010) of 252.225-7001.

(7) ☐ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ☐ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) ☐ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) (i) \_\_\_\_ 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (SEP 2008)

(iii) \_\_\_\_ Alternate II (DEC 2010) of 252.225-7021.

(13) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(14) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(15) (i) \_\_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(iii) \_\_\_\_ Alternate II (DEC 2010) of 252.225-7036.

(iv) \_\_\_\_ Alternate III (DEC 2010) of 252.225-7036.

(16) \_\_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(17) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) X 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(19) \_\_\_\_ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(20) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(21) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(22) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnell (NOV 2010) (Section 1038 of Public L. 111-84).

(23) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(24) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(25) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(26) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(27)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(28) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).



- (2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (3) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (4) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (5) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (6) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5152.209-4000 DOD LEVEL I ANTITERRORISM (AT) STANDARDS (FEB 2009)

(a) Pursuant to Department of Defense Instruction Number 2000.16, "DoD Antiterrorism (AT) Standards," dated October 2, 2006, each contractor employee requiring access to a Federally-controlled installation, facility and/or Federally-controlled information system(s) shall complete Level I AT Awareness Training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://atlevel1.dtic.mil/at/>. The contractor is responsible for ensuring that all applicable employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of completion certificate(s) to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a Federally-controlled installation or information system.

(b) In the event that the automated system at <https://atlevel1.dtic.mil/at/> is not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness Instructor qualification must be coordinated with the Installation Antiterrorism Officer (or Installation Security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

(c) Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

(End of clause)

**PERFORMANCE WORK STATEMENT**

**PERFORMANCE WORK STATEMENT  
CLASS III POL REFUELING AND DEFUELING SERVICES  
FORT RUCKER, ALABAMA**

**1.0 – GENERAL ORGANIZATION**

1.1. Introduction. This Performance Work Statement (PWS) describes the aircraft refuel/defuel services function at and near Fort Rucker, Alabama.

1.2. Scope of Work. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. In addition, maintenance of bulk fuel storage facilities as well as dispensing and maintenance of dispensing equipment associated with the additive +100 to jet fuel at Fort Rucker will be provided by the Contractor. Contractor performance shall be in accordance with this PWS and attachments.

1.3. Operating Hours. Normal operating hours shall be in accordance with Attachments #1 and #2. Refueling hours at stagefields shall be extended a maximum of one hour during any given flight period upon notification from the Government at least 15 minutes prior to the end of the refuel period.

1.4. Weekend and Holiday Services. The Contractor shall provide refuel/defuel services on weekends and/or holidays when required in accordance with the PWS.

1.5.	Definitions	Section 2
	Personnel Requirements	Section 3
	Government Furnished Property and Services	Section 4
	Contractor Furnished Property and Services	Section 5
	Administrative Requirements	Section 6
	Specific Tasks	Section 7
	Performance Requirements Summary	Section 8
	Applicable Regulations	Section 9

1.6. Pre-Execution Requirements. Refer to Attachment #3 for the contract's pre-execution requirements.

**2.0 – DEFINITIONS**

2.1. Basefield. Any location where aircraft are permanently assigned to and issued from for the purpose of training or support. Basefields requiring aircraft refuel/defuel services are listed in Attachment #2.

2.2. Closed Circuit Refueling (CCR). The term used to refer to refueling with a system of equipment in which a special aircraft fill port (receiver) and nozzle mate, to form a vapor-proof seal.

2.3. Cold Refuel. Refueling an aircraft after its engine(s) have been shut down and armaments set on safe.

2.4. Contaminated Fuel. Fuel that has been commingled with foreign material or other petroleum, oil, and lubricant products, rendering it unsuitable for use for its intended purpose.

2.5. Contracting Officer (KO). The only person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.6. Contracting Officer's Representative (COR). Individual designated in writing, by a Contracting Officer, to act as an authorized representative within the scope and limitations authorized by the Contracting Officer.

2.7. Defuel. Removal of fuel from aircraft for maintenance or flight purposes.

2.8. Downed Aircraft. Aircraft that has landed at an unscheduled or scheduled location due to an emergency, precautionary landing (PL), accident, weather, or natural disaster.

2.9. Flight Period. A block of time in which aircraft are issued to the various flight departments for the purpose of conducting flight training; normally six hours in duration and listed as AM, PM, N1, or N2. Normal hours of operation are: AM 06:00-1200; PM 1200-1800; N-1 1800-2400; N-2 2400-0600. Times may vary by as much as one hour according to location, aircraft type, and daylight savings or central standard time.

2.10. Fuels Manager Defense. A Defense Logistics Agency- Energy program for fuel accountability.

2.11. Government Furnished Equipment (GFE). Property that is in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for the performance of a contract.

2.12. Hot Refuel. Refueling an aircraft while its engines are running. Other terms with the same meaning are tactical refueling and rapid hot refueling.

2.13. Issue Times. The times requested by the Directorate of Plans, Training, Mobilization, and Security (DPTMSEC) for the issue of aircraft by serial number to the flight departments.

2.14. Local Flying Area (LFA). The local flying area represents the combined areas of Fort Rucker, Area of Operation (AO) Bearcat, AO Hawk, and AO Vanguard as described in FR 95-2. See Attachment #7.

2.15. Nozzle. The term used to refer to a specific item of refueling equipment.

2.16. Nozzle Point. The term used to refer to a specific refueling location within a refueling site.

2.17. Overnight Refuel. Cold refueling of an aircraft which is parked overnight.

2.18. Permanent Fuel Site. A fuel site established for a period exceeding 60 days.

2.19. Property Administrator (PA). Individual designated in writing by a Contracting Officer to act as an authorized representative within the scope and limitations authorized by the Contracting Officer.

2.20. Quality Assurance Surveillance Plan (QASP). An authorized written document used by the Government for quality assurance surveillance.

2.21. Quality Control. Those actions taken by a Contractor to control the production of goods or services so the results shall meet the requirements of the contract.

2.22. Refueler or Operator. The terms used to refer the person performing aircraft refuel/defuel services.

2.23. Refueling Pad. The term used to refer to a specific aircraft parking pad upon which aircraft refueling is performed.

2.24. Refueling Site. The term used to mean an entire facility where military aircraft are refueled.

2.25. Refueling Vehicle. The term used to mean a tank vehicle (tank truck, tank semi trailer, or truck mounted tank and pump unit).

2.26. Response Time. The interval of time between when the refueler is notified and the time refueling operations on the aircraft begins.

2.27. Stagefield. Any location where aircraft are scheduled or go to perform flight training or to use aircraft refuel/defuel services. Stagefields requiring aircraft refuel/defuel services are listed in Attachment #1.



2.28. Transient Aircraft. Aircraft not based at Fort Rucker that stop to receive fuel.

2.29. Warm Refuel. This is a modified hot refuel - aircraft's Auxiliary Power Unit (APU) remains running, the rotor has ceased rotation and the turbine is shut down.

2.30. Weather Day. For purposes of this contract, a weather day is defined as a day or part of a day that flight training cannot be accomplished due to inclement weather, such as fog, rain, lightning, low cloud cover, storms, high winds, etc.

### **3.0 – PERSONNEL REQUIREMENTS**

3.1. General. The Contractor shall provide sufficient personnel possessing the skills, knowledge, and training to perform the refueling/defueling tasks described herein at Army basefields, stagefields, and municipal airports used for USAACE flight training as listed below in Table A: Airfields Supported. Moreover, the Contractor shall assure centralized control and overall management of all personnel and shall ensure that all required federal, state, and local licenses, permits, and certifications are acquired prior to Contractor personnel performing any services. The Contractor shall be responsible for the adherence of his personnel to all rules, regulations, directives, and requirements pertaining to the conduct of personnel on the military installation and other supported airfields prescribed by this PWS.

**Table A: Airfields Supported**

Basefields	Stagefields
<div><div></div><div></div><div></div><div></div><div></div></div>	

3.1.1. Security. All personnel employed by the Contractor or any representative of the Contractor entering the Government Installation shall conform to all security regulations which may be in effect during the contract period and will be subject to such checks as may be deemed necessary to assure that no violations occur. No employee will be permitted on Fort Rucker when such a check reveals that his presence would be detrimental to the security of the Installation or the accomplishment of the work.

3.1.1.1 Access. Dispatchers and other contractor personnel, to include contract management, requiring access to the Fuels Automated System (FAS), Fuels Manager Defense (FMD) and Fuel Control Center (FCC) shall be cleared and provided a system access password as dictated by local IT policy and instructions.

3.1.1.2 Fuels Enterprise Server (FES). Persons requiring access to FES (the Purple Hub) shall be cleared and obtain a system password from Fort Rucker Network Enterprise Center. The Contractor shall complete and submit all specified documentation to obtain the appropriate favorable background investigation for each person requiring access in advance of the contract start date. Contract personnel shall not be granted access to FES or be allowed to perform FES entries until a clearance/password has been provided.

3.1.1.3. Personnel Security Program. The Contractor shall comply with the DOD 5200.2-R, Personnel Security Program.

3.1.2. Contractor Identification. IAW FAR 52.204-9, the Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

Beginning on the contract effective date or employment start date (whichever is later) and at all times while performing (or sending email related to contract matters) under the contract at a Government facility, Government-sponsored meeting, conference or event, Contractor employees shall:

3.1.2.1 Identification of Contractor Employees Working In Government Facilities

(a) The contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material to prevent electrical shock. The badge shall be easily readable and include the employee's name, contractor's name, functional area of assignment, and color photograph. The ID badge shall be approved by the contracting officer or his or her designee before contract start date. This requirement shall be included in any subcontract.

(b) Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract, to include attending Government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

3.1.2.2. Email Correspondence. The contractor shall include his/her name (both first and last), email address, and Contractor's name (i.e. Mr. John Smith, john.smith@us.army.mil, CONTRACTOR – ABC Company) on all email correspondence. Contractor personnel shall successfully complete, as a minimum, a National Agency Check (NAC), before operating a workstation that has email capabilities regardless of intent to use email. These investigations shall be submitted by the Government at no additional cost to the Contractor.

3.1.3. Conflict of Interest. The Contractor shall not have or employ for performance under this contract any person(s) whose employment would result in a conflict with the Government's standards of conduct as defined in DOD 5500.7-R (JER) or successor regulation.

3.2. Commercial Driver's Licenses. All Contractor personnel operating the Contractor's refueling vehicles shall possess a valid state commercial driver's license (CDL) as required by the Department of Transportation regulations. The CDLs used under this contract require the hazardous materials handling endorsement.

3.3. Standing Operating Procedures. The Contractor shall develop an SOP for use by all employees. The SOP shall address the following areas at a minimum: Driving on Airfields, Refuel Procedures, Receipt Procedures for Bulk Resupply, and Site Security Procedures.

3.4. Training Program. The Contractor shall develop and maintain a documented training program for all refueling/defueling personnel. This training program shall include all areas of refueling/defueling to include all training required by FM 10-67-1. Six (6) copies of the Contractor's training program shall be submitted to the Contracting Officer by contract start date. The Contractor shall make the Program of Instruction (POI) available upon notice by the COR for periodic inspection in accordance with (IAW) the QASP. The Government will recommend changes to the Contractor's training program as needed. The Contractor shall provide a monthly report in the form of a memorandum of required training events conducted. Memorandum must contain a listing of any delinquent employees by-name, by-position, and by training topic.

3.4.1. Refueler/Defueler Training Requirement. All refueling/defueling personnel shall be trained and qualified on the equipment they are assigned to operate and the type of aircraft which they are required to refuel/defuel. All new employees shall have at least two (2) weeks indoctrination training with a fully qualified Contractor's supervisor or other qualified refueler/defueler and be familiar with proper refueling/defueling procedures as prescribed by FM 10-67-1 before being assigned to independent duty. All refueling/defueling personnel shall be trained in proper spill response to follow in case of a spill. All employees that will potentially use a Government computer for any reason shall read and agree to the Army's Computer Acceptable Use policy, and sign a standard statement that states they understand and agree to abide by the policy.

3.4.2. Refresher Training. The Contractor shall provide refresher training at least semiannually for all employees performing refuel/defuel services. Within five (5) working days after training is provided, the Contractor shall provide the COR and Contracting Officer with a list which includes the names of the personnel who received refresher training, the date the training was provided, and subjects covered during training. Any personnel, as determined by the Contracting Officer, who are not trained in accordance with the Contractor's training program or have not received required refresher training, shall not be allowed to perform further refuel/defuel operations until the Contractor has furnished the Contracting Officer with written certification that the personnel have received all required training.

3.4.3. New Equipment Training. The Contractor shall provide sufficient personnel for initial training to facilitate implementation of a "train-the-trainer" program when new equipment is introduced requiring special training. This means personnel trained shall be required to train any other Contractor personnel as required to support the mission. Personnel to be trained will be



chosen at the discretion of the Contractor, but will include no less than one management level representative.

3.4.4. Lighting Devices Training. The Contractor shall be responsible for training their personnel to emplace, operate, and maintain the lighting devices and for certifying, in writing, that personnel have been fully trained before allowing them to perform night hot refuel operations. Contractor shall ensure all personnel operating at night are equipped with intrinsically safe explosion proof headlamps and/or flash lights.

3.4.5. Training on Classified Aircraft. Based upon changes to aircraft classifications, the Contractor must be prepared to provide indoctrination and annual training to employees who work on Hanchey Heliport. This training must identify classified aircraft components and the location of the designated area, and emphasize security awareness and reporting access violations. Contractors servicing classified aircraft shall have favorable background checks. Currently, all aircraft requiring refueling are unclassified.

3.4.6. Fuels Manager Defense Training (FMD). In accordance with DESC-I-24, Requesting Access To DESC Automated Information Applications (DEC 08) - the Contractor shall provide DLA-E FMD trained individuals to operate the FMD system. Untrained individuals shall not access FMD.

### 3.5. On-Site Management.

3.5.1. Program Manager/Alternate Program Manager. The Contractor shall provide an on-site Program Manager/Alternate Program Manager authorized to act for the Contractor (to include authority to sign all contract modifications and any other correspondence to the Government) and be physically present during the operating hours of 7:30 AM - 4:15 PM (local time). This/These individual(s) shall be responsible for the overall management and coordination of this contract and shall act as the central point of contact with the Government. The Program manager/Alternate Program Manager or a designated representative shall be available by phone after normal operating hours to direct contractor performance in response to emergencies or events that could impact service.

3.5.2. Management Participation in Events. The Contractor shall provide a representative to attend meetings, events, and functions when requested by the KO or the COR.

3.5.3. Supervisors. The Contractor shall have a minimum of one primary "Supervisor" at [REDACTED] respectively, (during the days 9:00 AM – 5:00 PM). Beyond day shift duty hours, the contractor shall provide additional supervisory personnel who have at least one year of actual experience in all phases of aircraft refueling and defueling operations for 2nd and 3rd shifts. The contractor shall provide a roster with names and phone numbers of all supervisory personnel submitted to the COR and Contracting Officer in writing within ten (10) days of contract performance. An updated roster shall be provided as changes occur. These

supervisory personnel shall be readily available to allow for constant communications between Contractor and Government personnel.

3.6. Personnel Reporting Requirements. See Section 6, Administrative Requirements.

#### **4.0 – GOVERNMENT FURNISHED PROPERTY AND SERVICES**

4.1. General. The Government will provide facilities and equipment and those replacements determined necessary by the COR as delineated below in Table B. All GFE, tools, repair parts, supplies, and material authorized to support the contract mission shall be requisitioned and received from the Property Administrator in accordance with applicable Army Regulations (AR) 310-34 and (AR) 310-49.

4.1.1. Stock Control. The Contractor shall establish and maintain a unit stock control and stock locator system on all Government property in its possession. Title and ownership to stock control and stock locator system shall remain in and with the Government.

4.1.2. Facilities. The Government will furnish and/or make available the facilities described below. The Contractor shall sub-hand receipt for buildings and facilities and fixtures therein from the Property Administrator. Please see Table B for a breakout of Government furnished facilities and property.

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**Table B: Government Furnished Facilities and Property**

FACILITIES/OFFICE SPACE					
BUILDING NUMBER	SIZE SQ FT	TYPE OF STRUCTURE	LOCATION		
██████████	510	block	██████████		
██████	720	block	██████████		
██████	1050	metal	██████████		
AVIATION POL STORAGE FACILITIES					
	BUILDING	TOTAL NO.	TOTAL SITE	TANK	PRODUCT
LOCATION	NUMBER	OF TANKS	CAPACITY (GAL)	TYPE	TYPE
██████	30808	2	294,000 (165K/Tank)	AST	JP8
██████	50302	4	168,000 (48K/Tank)	AST	JP8
██████		2	294,000 (165K/Tank)	AST	JP8
GOVERNMENT FURNISHED PROPERTY					
	BUILDING	TOTAL NO.	TOTAL SITE	TANK	PRODUCT
LOCATION	NUMBER	OF TANKS	CAPACITY (GAL)	TYPE	TYPE
██████	902	2	24,000	Above ground	Mogas/Diesel
██████		3	36,000	Above ground	FS-2
EQUIPMENT					
ITEM	NSN	VALUE			
Radio, Motorola, Handheld	Version 1	██████	each		

NOTE 1 Equipment will be available at contract start date.

NOTE 2 Equipment will be in serviceable condition.

4.1.2.1. Maintenance of Facilities. Bulk petroleum storage facilities and related structures will be furnished by the Government. The Contractor shall maintain the bulk petroleum facilities including all fuel-wet vessels, distribution systems, components, control subsystems, and components. Government facilities to be maintained are listed in Section 4.1.2. Grounds maintenance and grass mowing service shall be as described in Section 5.5. All repair parts, supplies, and materials authorized to support the maintenance of bulk storage facilities shall be requisitioned and received from the Property Administrator in accordance with applicable AR 310-34 and AR 310-39. Emergency requests for local purchase will be approved by the Property

Administrator, as deemed necessary. The Contractor shall be reimbursed for any local purchase items on a monthly basis. The Contractor shall provide a copy of each paid receipt to the Contracting Officer for verification of costs. The Contractor shall fill cathodic protection rectifiers located at each fuel farm with transformer oil when needed. The Contractor shall take readings from cathodic protection rectifiers at each fuel farm monthly and report readings to Petroleum, Oil, and Lubricants (POL) office.

4.1.2.2. When fixed facility refuel distribution array equipment is provided by the Government at stagefields, the Contractor shall provide operator level infrastructure maintenance support equivalent to that provided at basefield fuel farms.

4.1.2.3. Work Orders. Contractor shall be responsible for submission of work orders (DA Form 4283) to the COR for necessary repairs and/or non-recurring maintenance on Government furnished bulk petroleum storage facilities, related equipment and structures, and buildings utilized by the Contractor. DA Forms 4283 are available on line.

4.1.3. Utilities. The Government will provide utilities to include gas, electricity, water, garbage pick-up and disposal, and normal DOL building and ground maintenance for Government furnished facilities. The Government will provide, install and maintain voice and data connections to the Contractor. Telephone service shall be arranged and paid for by the Contractor.

4.1.4. Equipment. The Government will furnish only that equipment in Table B. The Contractor shall furnish all other equipment required to fulfill the provisions of this contract.

4.1.5. Radios. Trunked radios will be provided as GFE. These are considered sensitive items and will undergo 100% monthly inventory by the COR. The Contractor is responsible for collection and redistribution when radios require turn in for periodic maintenance and when reprogramming is required.

4.1.6. Aviation Fuel. The Government will furnish all aviation fuels, aviation oils, and aviation petroleum products required in the execution of this contract.

4.1.7. Refuel/Defuel Service Locations. Table A: Airfields Supported is a list of basefields and stagefields at which (beginning at contract start date) the Contractor may be required to provide both rapid (hot) and cold aircraft refueling/defueling services. The Contractor shall provide aircraft refuel/defuel services at locations listed in Attachments #1 and #2. Basefields, stagefields, or municipal airports other than those listed in Table A, requiring the Contractor to provide aircraft refueling/defueling services within the local flying area of Fort Rucker may be added by appropriate Contract Line Item Number (CLIN) of the contract bid schedule. Any deletion of aircraft refuel/defuel services by the Government at any location listed in Attachments #1 and #2 shall be made per appropriate CLIN of the contract bid schedule. The Contractor shall be given a two week notice of any addition of aircraft refueling/defueling service locations not listed in Table A.



**4.1.8. Use of Government Owned Equipment and Personnel.** In unusual circumstances, the Government reserves the right to use Government owned equipment (other than GFE under this contract) and Government personnel to perform aircraft refuel/defuel services. The following are examples of unusual circumstances: shut down of a capitalized fueling site for major maintenance or overhaul, refueling/defueling of classified aircraft not resident on FT Rucker conducting sensitive missions within the Local Flying Area, and tactical refuel/defuel operations for purposes of training at locations within the LFA requiring the use of Tactical Refueling Vehicles or Aircraft.

**4.1.9. Automation Equipment furnished as GFE.** Government may provide, install and maintain Automated Point of Sale Device (APOS) equipment. Contractor shall utilize automated point of sale equipment furnished as GFE, if deemed advantageous to the Government.

## **5.0 – CONTRACTOR FURNISHED PROPERTY AND SERVICES**

**5.1. General Requirements for Contractor's Refueling/Defueling Equipment and Operations.** In addition to specific requirements contained elsewhere in this PWS, general requirements pertaining to equipment and operations will be as prescribed by the current edition of NFPA 407, Standard for Aircraft Fuel Servicing.

### **5.2. Refuel Vehicles.**

**5.2.1 Vehicle Age and Mileage Limits.** Any vehicle used in performance of this contract shall meet the requirements of AR 58-1, Table 11-1.

**5.2.2 Vehicle Replacement Schedule.** The contractor shall maintain a replacement schedule to ensure vehicles and equipment do not exceed specified limits of AR 58-1. This schedule will be maintained by the contractor and be made available when requested by the KO/COR.

**5.2.3 Required Flow Rate.** Refuel vehicles shall deliver a minimum of 55 GPM/20 psi flow rate at the nozzle point with a D-1 nozzle and will not exceed 300 GPM/45 psi.

**5.2.4. Marking of Refuel Vehicles.** All fuel bearing vehicles shall be marked with three yellow bands within the standards of Mil-Std-161G.

**5.2.5. Temperature Compensated Meters.** All refuel trucks with the single exception of the Waste Fuel truck shall be equipped with temperature compensating meters.

**5.3. Contractor Furnished Equipment.** Except as provided in Section 4.1.2, the Contractor shall furnish all facilities, equipment, repair parts, supplies, and materials required by this contract. In addition to items specified throughout this PWS, the Contractor shall furnish:

5.3.1. Telephone Service. The Contractor shall arrange and pay for telephone and internet service used by the Contractor.

5.3.2. Office Space. Space for the Contractor's main office and equipment maintenance facility shall be furnished by the Contractor and located within fifteen (15) road miles of Fort Rucker, Alabama. The Contractor shall provide physical security at all times for all Government furnished POL products and equipment while in the Contractor's possession.

5.3.3. Office Furniture. Office furniture and equipment used by the Contractor in performance of this PWS shall be furnished by the Contractor and shall present a neat appearance and shall be maintained in a good state of repair.

5.3.4. Custodial Services. The Contractor shall provide custodial services for all facilities assigned to the Contractor. These services shall be performed in accordance with TM 5-609.

5.3.5. Electrical Lock-Out/Tag-Out. The Contractor shall ensure one or more persons qualified in electrical lock-out/tag-out procedures are available to respond to electrical emergencies at all times. For this purpose, "qualified person" shall be as defined in National Fire Protection Association (NFPA) 70E Standard for Electrical Safety in the Workplace®, Section 110.2 Training Requirements. (D) Employee Training. (1) Qualified Person. This individual shall respond to electrical emergencies at all capitalized fuel sites. This is a skill requirement and does not require a person dedicated to this task.

5.3.6. Access to Facilities. The Contractor shall provide access to Government owned Contractor operated facilities for inspection by any agency or individual authorized access by the Contracting Officer.

5.3.7. Physical Security. Bulk fuel storage facilities, refuel/defuel vehicles, equipment, and all Government furnished buildings and property shall be secured in accordance with AR 190-51 and USAACE Pamphlet 700-1. Keys to bulk fuel storage facilities refuel/defuel vehicles and equipment, and all other storage areas shall be strictly controlled in accordance with AR 190-51, Appendix C and USAACE Regulation 190-31. All locks to be used under this contract shall be approved in writing by the Physical Security Section, Provost Marshal Office, prior to contract start date. The Contractor shall provide six (6) copies of the finalized Physical Security Plan to the Contracting Officer by contract start date and as changes occur.

5.3.8. Fuel Nozzles. The Contractor shall provide all nozzles, nozzle adapters and nozzle maintenance necessary to support the fueling of all airframes assigned to Fort Rucker, Alabama.. All nozzles shall be quick release with dry break enabled.

5.3.9. Specific Nozzle Use. The Contractor shall furnish and use D-1 type nozzles when hot and cold refueling AH-64, UH-60, and CH-47 aircraft, consistent with federal, state, and local requirements. The Contractor shall furnish and use CCR type nozzles when hot and cold refueling OH-58 series helicopters consistent with federal, state, and local requirements. The

Contractor shall furnish and use CCR type nozzles with open port adapters when hot and cold refueling TH-67 series helicopters consistent with federal, state, and local requirements. All refuel sites must have sufficient nozzles available to refuel all types of aircraft in sufficient numbers to refuel at all fuel points simultaneously. Nozzle change out must take no longer than five minutes.

5.4. Police of Areas and Facilities. The Contractor shall pick up and dispose of trash and litter and otherwise police as often as necessary to ensure a neat appearance at all times of all assigned areas and facilities. This includes inside and outside of buildings. Trash and litter include paper, plastic, bottles, cans, cardboard, rags, and other foreign materials. This service shall be in accordance with USAACE Regulation 210-3 and TM 5-609, latest edition.

5.5. Grounds Maintenance and Grass Mowing Service. The Contractor shall cut and trim grass and weeds in the vicinity of all hot refuel systems and 100 feet out from each of the most outlying parts of the hot refuel systems at all locations. At no time shall grass and vegetation exceed a height of 4 inches, with the exception of grass seed heads which shouldn't exceed a height of 12 inches. Grass cutting equipment shall be furnished by the Contractor and be equipped with spark arrestors. The Contractor shall provide the COR and Contracting Officer with written certification by contract start date that all grass cutting equipment used under this contract is equipped with spark arrestors. The Contractor shall perform all upkeep of fuel facilities to include vegetation elimination (grass and weed cutting or removal) and general housekeeping (trash, paper, and debris removed) to a minimum distance of 100 feet in all directions from the pump house, or center of mass of unfenced areas and inside fenced areas, to include parking lots.

5.6. CH-47 Refueling Vehicles. Refueling vehicles used for servicing CH-47 aircraft shall be equipped with hoses 100 feet in length.

5.7. Property Control System. The Contractor shall submit in writing, in accordance with Army Federal Acquisition Regulation Supplement, Appendix BB, Part 10, a complete property control system to the Property Administrator for approval within sixty (60) days after the effective date of the contract. The Contractor may use, as a guide, the applicable portions of the following regulations: AR 725-50, AR 735-5, AR 735-2, and applicable portions of other pertinent regulations and directives with changes. The Contractor shall request, in writing, prior approval from the Contracting Officer for any deviation or amendment, from the previously approved property control system.

5.8. Hot Fuel Arrays. All hot refuel arrays at stage fields shall be provided by, assembled and maintained by the contractor. Fuel pipe distribution arrays will present a professional appearance. Pipe stands will be standardized and of primarily metal construction.

5.9. Off-Road Capable Fuel Vehicle. Contractor shall maintain on-hand no less than one refuel vehicle capable of operating in off-road conditions for the express purpose of refueling aircraft that have performed emergency precautionary landings due to shortage of fuel, or defueling an

aircraft that has experienced a hard landing, disabling the aircraft. This vehicle may be used as a member of the general fleet in performing the mission, however it will be considered to be in an "on-call" status at all times, and provisions made for relief in place.

5.10. Lighting Devices. The Contractor shall furnish "bean bag" lights or portman devices to include replacement light bulbs, batteries, and lights for use at all areas that perform hot or warm refuel during hours of darkness. These items shall be emplaced, operated, and maintained by the Contractor. Emplacement and operation of these lighting devices shall be performed by Contractor personnel at the beginning of any night hot refuel operations for illuminating hot refuel points during periods of darkness. The lighting devices shall be removed upon completion of night operations. The Contractor shall be responsible for training his personnel to emplace, operate and maintain the lighting devices and for certifying, in writing, that personnel have been fully trained before allowing them to perform night hot refuel operations.

5.11. Warning and Directional Signs. The Contractor shall furnish and install all warning and directional signs required by FM 10-67-1 and USAACE Pamphlet 700-1 at all rapid refueling locations. Signs and sign location shall be approved by the Fort Rucker DOL prior to installation by the Contractor.

5.12. Basic Issue Items for Refuel Trucks. Each refuel vehicle shall be equipped with a set of predetermined basic items to handle trouble situations. At a minimum, the Contractor shall maintain the following items on each vehicle at all times. Each vehicle shall have an environmental spill kit capable of handling a fuel spill of up to five (5) gallons in size. Each vehicle shall be equipped with a portable grounding rod kit. Additional items shall include a First Aid Kit and an Eyewash devise (capable of providing five (5) minutes of continual flushing for eyes) for use if fuel is splashed into the eyes of an operator.

5.13. Filtration Media. Filtration media constitutes an important part of any equipment inspection. If required, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of this inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drop data for each filter element. The Contractor shall provide written certification from the manufacturer that all filter elements meet or exceed the standards of MIL-PRF-52308J w/Amendment 2 (Jul 2005).

5.14. Filter/Separator Element Change and Calibration. The Contractor shall establish and maintain a system for the calibration and recording of the calibration due dates of all meters, gauges and test equipment used in the performance of this contract. All measuring and test equipment applicable to the contract shall be subject to such control as is necessary to assure conformance of supplies and services to contractual requirements. The calibration system shall provide for the prevention of inaccuracy by ready detection of deficiencies and timely positive action for their correction.



5.15. Calibration Required Changes. The Contractor shall ensure that all vehicle and Fuel Farm Filter/Separator element changes and required calibrations are accomplished by their due date (bi-annually) or before the differential pressure gauge reads 15 PSI.

5.16. Operational Maintenance. The Contractor shall perform operational maintenance on all Contractor and GFE except as specified elsewhere in the contract.

5.17 Eye-Wash Systems. The contractor shall provide and maintain eye-wash systems at any dedicated fuel site capable of providing 15 minutes of continuous flow.

5.18. Safety.

5.18.1. Safety Manager/Program. The Contractor shall establish and maintain a comprehensive safety program for the prevention of accidents involving personnel, equipment, and property and shall employ an on-site safety manager to direct this program. This safety program manager shall have, as a minimum, two (2) years experience as a petroleum safety technician or possess a degree in safety management from an accredited institution. The safety program manager shall be physically present during the operating hours of 7:30 AM – 4:15 PM (local time), Monday-Friday, and be authorized to act for the Contractor on any matters pertaining to safety. The safety program manager's primary duties shall be to direct, monitor, and improve a comprehensive safety program for prevention of accidents involving personnel, equipment, and property. The Contractor's safety program shall be in accordance with the AR 385 series, AR 420-90, Current Edition Guide to Aviation Resource Management for Aircraft Mishap Prevention and shall utilize MIL-STD 980 for Foreign Object Damage Prevention. A draft copy of the Contractor's Safety Plan shall be provided at the Post Award Conference. Prior to the start of full performance the contractor shall provide six (6) finalized copies of the Safety Plan to the Contracting Officers Representative. The Government reserves the right to review and require changes to the Contractor's Safety Plan to bring the plan into regulatory compliance.

5.18.2. Safety Checks. The Contractor shall make visual safety checks of all operations under this contract and immediately correct any violations of federal, state, and local requirements. The Contractor shall immediately notify the COR and Contracting Officer upon discovery of each violation and upon correction.

5.18.3. Protective Clothing/Equipment. All Contractor refueling personnel shall wear Contractor-furnished protective clothing and equipment as required and specified in FM 10-67-1, USAACE Pam 700-1, and any applicable OSHA regulations. If helmets used have OSHA approved hearing and eye protection, additional eye protection (splash proof goggles) and hearing protection (ear plugs) are not required. Helmets used during night hot refueling shall have reflective tape attached. The reflective tape shall be a minimum of two inches in width and shall be visible from all sides of the helmet. Only explosion proof lights and flashlights shall be utilized during the performance of refueler duties. Fuel resistant gloves will be used while refueling, plain leather gloves are not acceptable. Shoes shall be all leather with rubber soles that

do not contain nails, other metal, or any devices which might cause sparking. At a minimum, all uniforms shall be of the same color and material and have the Contractor's name displayed on the shirt. Nylon apparel or similar type material shall not be worn under any circumstances while handling petroleum products.

#### 5.18.4. Fire Extinguishers.

5.18.4.1. Building Fire Extinguishers. The Contractor shall ensure that all Government furnished fire extinguishers are maintained in serviceable condition at bulk fuel storage facilities, refueling vehicle parking lots, and buildings used by the Contractor.

#### 5.18.4.2. Vehicle Fire Extinguishers.

5.18.4.2.1. Placement of Fire Extinguishers. During refueling/defueling operations, refueling personnel shall place proper Contractor furnished fire extinguishers midway between the refueling vehicle and the aircraft, but positioned so that the fire extinguishers will not be in the operator's way, and where the fire extinguishers are not likely to be engulfed if a fire should start at either the refueling vehicle or the aircraft. At all rapid refueling locations, refueling personnel shall place a fire extinguisher within ten feet of the nozzle being used while performing rapid refueling operations.

5.18.4.2.2. Furnish and Maintain. The Contractor shall furnish and maintain all fire extinguishers used on the Contractor's refueling vehicles and equipment and at refuel locations to support the Contractor's rapid refueling systems. All fire extinguishers shall be approved by Department of Public Safety Fire Protection Division prior to use.

5.18.5. Vehicle Refueling Safety. The Contractor's refueling/defueling vehicles and other equipment used under this contract shall meet all applicable Department of Transportation (DOT), Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), State of Alabama, and local regulations and requirements.

5.18.6. Spills and Emissions. The Contractor shall comply with all federal, state, and local regulations, including but not limited to ADEM Admin. Code R. 335-6-15-.20 through .23 and 335-3-6, with respect to spills of fuel and oil and controllable organic emissions. The Contractor shall take all measures as required by law to prevent fuel and oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any water or land). In the event of a spill of a petroleum product from any vehicle or storage vessel owned, operated, or maintained by the Contractor under this contract, the Contractor shall be responsible for the containment, clean-up and disposal of the product spilled, along with any contaminated soil. Clean-up, containment, and complete disposal of contaminated materials and soil shall be as directed by the Government. The site shall be remediated and restored as required by the Government. The Contractor shall initiate and complete clean-up and dispose of contaminated material from a spill without regard to the spill cause.

5.18.6.1. Bulk Fuel Containers. Contractor shall inspect all bulk fuel containers under direct control weekly including silo tanks, fuel carrier trucks, and ground fuel tanks. Inspection results shall be recorded on Operator SPCC Container Inspection Checklist, EMS-F011 Rev004. This form will be submitted to Environmental Division prior to the 1st of each month, and a copy furnished to the COR for file. Contractor shall also inspect and take readings, and report readings monthly to POL Branch from the cathodic protection rectifiers located at each Fuel Farm.

5.18.7. Grounding Rods: (Testing and Marking). The Contractor shall be responsible for testing and marking all ground rods at all rapid refuel locations, bulk storage facilities, and parking lots used by the Contractor in accordance with FM 10-67-1 and USAACE Pamphlet 700-1. The Contractor shall keep and maintain a record on all ground rod testing to be conducted semi-annually and include all grounding point locations in current use. This record shall specify all ground rod locations.

5.18.8 Truck mounted Fuel Additizing equipment. The contractor shall provide, mount and maintain all equipment necessary to comply with requirements detailed in 7.2.6. Dispensing of +100 Fuel Additive. This additizing equipment shall incorporate in-line meters to accurately determine additive flow to ensure consistency of additization.

5.19 Waste Truck. The contractor shall have one refuel truck with no less than 2,000 gallon capacity dedicated for handling of waste fuel. This vehicle must have the capability to remove waste fuel from off-specification collection barrels. This fuel may contain water and less than 10% of other fluids such as anti-freeze, motor oil or hydraulic fluid. This truck is not required to be equipped with temperature compensated meters or injection equipment. The suction hose shall be no less than 50 feet in length and have a foot valve mounted on the end of the hose designed to preclude collection of any solid trash that may be present. See also Item 7.4 for specific tasks associated with this equipment.

## **6.0 – ADMINISTRATIVE REQUIREMENTS**

6.1. Reports and Records. The Contractor shall maintain all records and reports used to account for and control all Government property and equipment in accordance with the AR 710 Series and Department of Army (DA) PAM 738-751, latest edition. In addition, the Contractor shall input all data pertaining to fuel receipts, storage, and issue into the FAS computer system for export to the Defense Energy Support Center. The Contractor shall assist Government staff in processing forms, gathering and analyzing information, and shall participate in area maintenance events, as applicable, to the area occupied. The Contractor shall provide the following reports listed in Table C to the COR.

**Table C: Refuel/Defuel Required Routine Reports**

<b>Title</b>	<b>Description</b>	<b>Frequency</b>
Personnel Report	List of all contract employees assigned. This list shall include name, hire date, date training began, date training was completed, type of refueling equipment personnel are qualified to operate, type of aircraft personnel are qualified to refuel, date and location personnel are assigned to independent refuel/defuel duty.	Within three working days of contract start date, updated as personal changes occur, no less than monthly.
Tank and Truck Stock Inventory	FR Form ROBY-1R. See USAACE PAM 700-1 for completion instructions.	Daily, weekly, and monthly inventories.
Fuel Spill Records and Reports	Permanent record and reports of all fuel or oil spills, regardless of size, which the Contractor is involved in or has responsibility for.	By the 5 <sup>th</sup> work day of each month. For fuel/oil spills of five gallons or more, provide an initial report within 24 hours from the time of the spill and a final report three days after the cleanup is complete.
Bulk Petroleum Accounting Summary	DA Form 4702-R summarizes monthly receipts, issues, and on-hand quantities based on physical monthly inventories. Shall be typewritten or electronically prepared in accordance with AR 710-2.	2 <sup>nd</sup> workday of each month.
Energy Sales Slip	DD 1898.	At the time fuel service is requested.
COR Recap	USAAVNC Form 697 is a consolidated daily/monthly report reflecting all issues and defuels recorded that day/month on USAAVNC (DOL-ALMC) Form 683. Shall be typewritten or electronically prepared. Entries shall be separated by fuel grade and activity. Oil issues shall also be entered on the recap.	Daily
Additive Usage Report	Provides additive usage information by airframe.	Weekly

**6.2. Contingency Planning.** The Contractor shall develop and provide to the KO and COR a detailed plan to react to emergency situations and potential mobilization. This plan will be reviewed semi-annually by the Government and will address any situation that can be anticipated



to potentially interrupt fuel service to training aircraft. Situations addressed shall include severe weather situations and catastrophic damage to a basefield fuel supply.

6.2.1 Contingency Plan. Plan shall be submitted to the Contracting Officer within ten (10) days of award of the contract.

6.2.2 Strike Plan. A separate plan will specifically address appropriate actions and timelines for a union strike. Plan shall be submitted to the Contracting Officer within ten (10) days of award of the contract.

6.3. Conservation of Utilities. The Contractor shall instruct employees in appropriate utilities conservation practices and shall operate under conditions which preclude the waste of utilities. The Contractor shall comply with the Energy Conservation Plan for USAACE, Fort Rucker, Alabama.

6.4. Reference Library. The Contractor shall requisition, maintain, and keep current complete Government reference libraries in support of all aviation refueling/defueling, vehicles, and refuel/defuel equipment at Fort Rucker, Alabama. These libraries shall be located at the Contractor's offices, to include posting all changes and updates, as they are published.

6.5. Christmas Holiday Shutdown. The Government has traditionally shut down most operations at Fort Rucker, Alabama, for a two week period for Christmas and New Year's holidays. Minimum flying is normally performed during this period. The Contractor shall be allowed to shut down all operations during the holiday period except those required to support minimum flying. Any flying to be accomplished during the Christmas holiday season will be scheduled and provided to the Contractor on the weekly stagefield and range support requirements schedule. It is estimated that approximately 90 percent of the flying will cease during the Christmas holiday period.

6.6. Contractor Manpower Reporting. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Representative.
- (2) Contract Number, including task and delivery order number.
- (3) Beginning and ending dates covered by reporting period.
- (4) Contractor name, address, phone number, email address, identity of Contractor employee entering data.
- (5) Estimated direct labor hours (including sub-contractors).
- (6) Estimated direct labor dollars paid this reporting period (including subcontractors).
- (7) Total payments (including sub-contractors).

- (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-contractor if different).
- (9) Estimated data collection cost.
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purpose of reporting this information).
- (11) Locations where Contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on web site).
- (12) Presence of deployment or contingency contract language.
- (13) Number of Contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the Contractor shall also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October. Contractors may use a direct XML data transfer to the database server or fill in the fields on the web site. The XML direct transfer is a format for transferring files from a Contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

6.7. Contractor's Quality Control Plan (QCP). The Contractor shall establish and maintain a comprehensive quality control program to assure the requirements of the contract are provided as specified. The Contractor shall ensure compliance with the items listed under Contractor's QCP found in Table D: Refueling Administration. The QCP shall be provided to the Government within ten (10) days of contract award. Government recommendations for improvement to the QCP will be forwarded to the Contractor for inclusion in his plan. Any changes to the Government accepted QCP shall be reviewed by Government and Contracting Officer prior to implementation. Upon acceptance of the changes to the QCP by the Government, the Contractor shall provide the Government and Contracting Officer with an updated copy of the QCP within five (5) days of acceptance.

6.8. Quality Assurance Surveillance Plan (QASP). The COR will monitor the Contractor's performance under this contract using a QASP. The QASP may be revised at any time at the discretion of the Government. The Government will provide the revised QASP to the Contractor prior to implementation.

6.9. Refueling Administration. The Contractor shall abide by Table D: Refueling Administration.

Table D: Refueling Administration	
Safety:	
Operations	Conducted IAW safety plan.

Environmental	Strict compliance maintained IAW Fort Rucker's environmental protection and spill plans plus state and local policies.
Training	Maintain fully trained personnel.
<b>Security:</b>	
Maintain facility, personnel, and information security and antiterrorist force protection IAW security plans and installation force protection plan with no serious security violations observed or documented.	
<b>Contractor's QCP:</b>	
Initial Submission	Provided to the Government within 10 days of contract award.
	Addresses the Contractor's methods for meeting the requirements in the PWS.
	Describes the Contractor's inspection system including the methods of inspection, specific areas inspected, frequencies of inspection, inspection documentation procedures, and the title and organizational placement of the inspection support.
	Describes Contractor's quality control practices in program management such as quality control factors and processes, evaluation methods, earned value, process improvement, and risk management.
	Includes a plan to identify and report problems or potential problems to the COR, within 30 minutes of occurrence, that affect performance under the contract.
	Includes procedures for responding to customer complaints.
Monthly Implementation	Implemented as submitted.
	Updated and resubmitted whenever changes in the Contractor's quality control processes occur.
	Establish and maintain a file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Government at any time during the term of the contract.

## 7.0 – SPECIFIC TASKS

**7.1. Fuel Management.** The Contractor shall be responsible for managing and accounting for all Government-owned bulk JP8 used in association with this contract.

**7.1.1. Accounting.** The Contractor shall track inventory, gather, enter, and analyze fuel and field utilization information pertinent to the Contractor's activities and provide this data to the Government. The Contractor shall coordinate fuel receiving activities and advise the COR regarding account matters. The Contractor shall maintain records and filing systems applicable to the accounting and administration for Fuels Management.

**7.1.1.1. Systems.** The Contractor shall connect to and use the DOD System of Record for fuels orders, receipts, inventories, and accounting functions according to Defense Logistics Agency – Energy Policy Letters, DOD 4140.25-M, and other applicable guidance, unless otherwise agreed upon. Personnel involved with fuel accounting functions shall be fully knowledgeable of manual and automated fuel management, accounting systems (including FMD and FES) applicable to the processing of fuel, and management accounting data. The Contractor shall use real time information systems to include Microsoft standard office products and Contractor personnel shall be appropriately cleared to perform the accounting function.

**7.1.1.2. Ordering.** The Contractor shall project and recommend fuel requirements for the next receiving day and coordinate fuel receiving activities to include tracking receipt forms to and from the receiving base fields at the approval of the Government representative. The Contractor shall order Government furnished aviation fuels from the Defense Fuel Support Point (DFSP) 10:00 AM (local time) each day for delivery the next day, as required. In the event that deliveries will be required for the weekend, advanced notice shall be made for the ordering of fuel on the Thursday preceding the effective weekend, by 2:00 PM (local time). Refer to Attachment #4 for the minimum quantities of aviation fuel that are required to be on hand at all time during hours of operation at each stage field.

**7.1.1.3. Receipt.** The Contractor shall man and operate the fuel receipt terminal located in the POL Branch Office, Monday through Friday from 7:30 AM to 4:15 PM. Unloading of all incoming shipments of aviation fuel shall be completed by the Contractor within 1 1/2 hours of the time the shipments arrive. Exceptions may be given by the Contracting Officer on a case by case basis. All individual receipts shall be determined independently by gauging of tanks before and after off-loading, and actual received quantity annotated on the bill of lading. Any Out of Tolerance condition (< 0.5%) shall immediately be investigated and documented by the contractor by completion of a Transportation Discrepancy Report.

**7.1.1.4 Out of Tolerance.** The Contractor shall investigate, resolve, and document out of tolerance conditions, handling losses or gains of JP8 (Jet Fuel) or DS2 (Diesel) exceeding (+) or (-) 0.25 percent of the opening inventory plus receipt for the monthly period covered by the Monthly Bulk Petroleum Accounting Summary (MBPAS). The Contractor may be held liable,



by product, for all shortages of Government furnished POL products. Jointly with the Contractor, a proper investigation shall be conducted by the Property Administrator to determine the cause when excess losses or gains occur. In the event of loss for which the Contractor is held liable, the rate the Contractor shall reimburse the Government shall be at the standard Government price deemed appropriate by the Government for the period in question.

**7.1.1.5 Metering of Refuel/Defuel transactions.** All fuel sales and credits (issues and defuels) shall be metered with temperature compensated meters and recorded to the nearest gallon amount.

**7.1.1.6 Fuel Accountability Procedures.** All fuel accounting procedures shall be conducted in accordance with Defense Logistics Agency - Energy Policies and Procedures.

**7.1.1.7 Fuel Filtration.** All fuel shall be filtered to and from storage, to include to and from fuel trucks.

**7.1.2. Bulk Issues.** The Contractor shall make bulk issues to Government or other tankers as authorized by the COR.

**7.1.3.. Mogas and Diesel Deliveries.** The Contractor shall deliver Mogas and Diesel fuel to base fields and stage fields. These products shall be picked up at the TMP Service Station, in the 900 block, Fort Rucker, Alabama. Any fuel received and issued shall be recorded along with signatures of persons issuing and receiving the fuel. In addition, a copy shall be furnished to the aircraft maintenance employee receiving the fuel. Please refer to Attachment #5 for the average amount of Mogas deliveries for each field.

**7.1.4. Fuel Farm Gates.** All Fuel Farm refuel gates will be under the immediate control of a Contractor employee during entry/exit and locked at all other times. Contractor may grant Hanchey refuel area access to visitors necessary for performance of refuel contract. The Contractor must escort and maintain a visitor log.

**7.2. Fuel Quality.** The Contractor shall ensure standards of fuel quality in accordance with Table E: Fuel Quality.

**Table E: Fuel Quality**

<b>Excessive Water/Sediment:</b>	
	Fuel Quality will be in accordance with FM 10-67-2 and DOD MIL STD 3004B:MPMS to include ensuring there is not excessive water/sediment.
<b>Additive +100:</b>	
	90% of the total gallons pumped into aircraft requiring +100 additive will have a mix ratio of 1ml per gallon.
	Never introduced into transient aircraft or TH-67s.

7.2.1. Contaminated Products Disposition. POL products under the responsibility of the Contractor that have been determined by proper authority, POL Section, to be contaminated shall be disposed of IAW AR 710-2 or as recommended by the POL Section. Accurate disposition and accountability records for contaminated products and preflight samples shall be kept and maintained by the Contractor.

7.2.2. Preflight Samples. The Contractor shall pick up and dispose of fuel drained from aircraft during preflight inspections. This fuel shall be picked up from the flight lines at the four basefields ( ) a minimum of once a week. Any drained or contaminated fuel generated under this contract shall be picked up, handled, and disposed of by the Contractor. Contaminated fuel may include any mixture of fuel with particulates, water, or other POL products such as hydraulic fluid, grease, or motor oils. The handling, disposition and accountability of drained or contaminated fuel by the Contractor shall be as specified by AR 710-2 or as recommended by the POL Section.

7.2.3. Daily Preoperational Sampling. After each day's purging is complete, the Contractor shall complete daily preoperational sampling in accordance with FM 10-67-1. The Contractor shall complete required daily fuel sampling, testing, and recirculation prior to 4:00 AM (local time) each morning. Personnel performing sampling and testing duties shall be trained in accordance with FM 10-67-1 and USAACE Pamphlet 700-1.

7.2.4. Incoming Fuel Quality. The POL Branch, Supply Division (DOL) is responsible for ensuring product quality and quantity for all incoming shipments of POL products. In addition, the POL Branch will take product and filter effectiveness samples from bulk storage systems and the Contractor's equipment IAW Government directives listed in Section 9 or as determined by the POL Section. Product contamination shall be determined by the POL Branch and disposed of only as recommended by the POL Branch.

7.2.5. Dispensing of +100 Fuel Additive. The Contractor shall dispense the +100 Jet Fuel Additive into the fuel stream downstream of the filtration system as directed by the POL Branch and maintain adequate levels of +100 Additive (> 1 gallon) in the on-board storage containers on all refuel vehicles. The Contractor shall ensure refuel vehicles are appropriately modified, mounting the +100 dispensing equipment on each vehicle.

7.2.6. Automation Equipment furnished as GFE. Contractor shall utilize automated point of sale equipment furnished as GFE, if available and deemed advantageous to the Government.

7.3. Refueling Operations. The Contractor shall provide cold and hot refueling services within the LFA of Fort Rucker, Alabama in accordance with the terms of this contract. The Contractor shall operate as required and be responsible for Government provided bulk fuel storage facilities 24 hours per day, 7 days per week, to include holidays. Services shall include refueling or defueling for downed aircraft at unscheduled locations and times. Contractor shall deliver designated fuel to all aircraft. All refuel/defuel operations shall be in strict compliance with all mandatory publications listed in Section 9 of this PWS unless a written waiver or deviation is

provided to the Contractor by the COR. The Contractor shall make necessary adjustments to continue refuel support in the event of gate closure. The Contractor shall utilize the Ozark Gate when the Faulkner and Newton Gates are closed.

**7.3.1. Response Time.** The Contractor shall provide refuel/defuel services during the hours specified at the locations, and for the aircraft types detailed in Attachments #1, #2, and #6 in accordance with Table E: Refueling and Defueling Response Time. The Contractor shall ensure that all aircraft are refueled or defueled, after being declared ready by any flight commander or crewmember, with a minimum turn-around time, but in no event shall an aircraft wait to be refueled or defueled longer than the response time indicated in Table F.

**Table F: Refueling and Defueling Response Time (During Operational Hours)**

	<b>Hot Refuel</b>	<b>Warm Refuel</b>	<b>Cold Refuel</b>	<b>Overnight Refuel</b>	<b>Defuel</b>
<b>Basefield</b>	N/A	15 minutes	60 minutes	Full capacity @ aircraft issue	60 minutes <sup>1</sup>
<b>Stagefield</b>	15 minutes	15 minutes	30 minutes	N/A	60 minutes <sup>1</sup>
<b>Transient Aircraft</b>	N/A	N/A	60 minutes	N/A	60 minutes <sup>1</sup>

<sup>1</sup> Defueling will be initiated immediately if an emergency is declared.

**7.3.1.1. Service at Base Fields (Cold and Warm Refuel).** The Contractor shall employ sufficient personnel and furnish all equipment needed to ensure all basefield aircraft (except those aircraft identified as not requiring fuel, or being unable to be refueled due to maintenance, safety, or other reasons) are at maximum fuel capacity permitted by mission design series (MDS) unless otherwise required. Priority and emphasis shall be given to those aircraft, including spares, declared flyable and available for use by Aviation Center Logistics Command for each AM, PM, N1, and N2 issue time if used. Aircraft used in emergency operations shall be refueled immediately after being declared ready for refuel by any flight crew member. No aircraft requiring fuel shall be left at less than full capacity overnight for other than predetermined safety reasons. For cold refueling operations, a trained refueler shall stand by the pumping equipment during refueling operations to act as the Safety/Fire Guard person in addition to contracted refueler personnel manning the nozzles (two (2) contractor personnel total required.)

**7.3.1.2. Service Service at Stagefields (Hot and Warm Refuel).** The Contractor shall employ sufficient personnel and furnish all equipment needed to set up, maintain, and perform hot or warm refuel operations in accordance with Attachment #1. The Contractor shall ensure hot or warm refuel services are provided to all aircraft having alighted on the refueling pad and been declared ready for refuel by any flight crew member. The Contractor shall provide hot or warm refuel services to ensure a minimum aircraft turn-around time, but in no event shall hot refueling not be started within fifteen (15) minutes after an aircraft is declared ready for refuel by any flight

crew member. As part of establishing a hot or warm refuel site and prior to refueling aircraft, the refueler shall perform a successful radio check with the tower. In the event radio communication cannot be established, the refuel team shall immediately notify Contractor management, who will in turn notify the COR. The refuel team will proceed to issue fuel using the cold refuel technique only, until advised by the Contractor management that COR has approved hot refuel with an alternate means of positive communication.

7.3.1.2.1 In accordance with FM 10-67-1, refueling from a tank vehicle requires a minimum of two personnel. For Hot refueling operations, a trained refueler shall stand by the pumping equipment during refueling operations to act as the safety person in addition to contracted refueler personnel manning the nozzles and one additional person designated as a fire guard located in vicinity of the aircraft being refueled with fire extinguisher in hand. (This requires three (3) personnel when servicing a single aircraft, and five (5) personnel when serving two aircraft simultaneously.)

7.3.1.2.2 The contractor will provide one trained refueler per site to serve as fire guard at Ech and Tabernacle Stage Fields. Additionally the contractor will provide one trained refueler at Toth Stage Field during the Night One (N1) period.

7.3.1.2.3 At all other hot/warm refuel sites the training unit will provide personnel to perform the fire guard function. In no event shall aircraft refueling begin until the fire guard is in place.

7.3.1.3. Defueling of Downed Aircraft. The contractor shall provide defuel services within the Local Flying Area or within a 50 Nautical Mile Radius of Fort Rucker (whichever is greater) to support recovery of aircraft that are disabled. This service shall be provided within 24 hours of notification.

7.3.1.4. Defueling. Contractor shall provide all defueling services at basefields and stagefields. Contractor shall provide defueling services at basefields simultaneously with refueling services.

7.3.1.5. Contact Training. Aircraft designated for contact training, (MDS TH-67), will only be filled to 70 gallons of fuel for safety purposes in training unless otherwise directed by POL Branch.

7.3.1.6. Precautionary Landings (PLs). Aircraft declaring precautionary landing, or forced to do so due to inclement weather conditions, shall be serviced once notified. If lightning precludes immediate service, service shall be provided as soon as dangerous conditions are clear.

7.3.1.7. CH-47 Fuel Volume. CH-47 aircraft (currently based at Knox Field, but subject to change) require larger volumes of fuel to service. The Contractor shall ensure adequate fuel supply is on hand to prevent interruption of service.

7.3.1.8. Hot Refuel System Layouts. All hot refuel system layouts shall meet the minimum distances specified as follows unless deviation is authorized by the Contracting Officer. The



distance from fuel distribution line to nozzle shall be 80 feet. The distance fuel source (tank of vehicle) to the nearest nozzle shall be 140 feet. The distance between nozzles for sites that perform hot refuel of CH-47s and CH-53s shall be 160 feet. The distance between nozzles for sites that perform hot refueling on small Rotary Wing Aircraft (excluding CH-47 and CH-53) shall be 100 feet. Note: CH-47 and CH-53 aircraft are able to refuel sites with 100 feet stand-off distance, however only one nozzle will be deployed, refueling one aircraft at a time.

**7.3.1.9. Dispatch Services.** The Contractor shall provide dispatch services at each fuel facility office to track and coordinate refuel and defuel recovery and maintenance support priorities for that site. Dispatch services will be available during all fuel service operating hours of the respective fuel facility.

**7.3.1.10. Transient Aircraft.** The Contractor shall provide refueling to all authorized transient aircraft within thirty (30) minutes of shut down or upon notification, whichever is later. The Contractor shall keep a permanent record of notification or request for refuel/defuel services. These records shall include at a minimum, the date and time of notification or when request was made, name of person making notification or request, aircraft type and number, and name of Contractor personnel receiving the notification or request. The Contractor shall ensure that all refueling personnel are trained in the proper refueling procedures prior to refueling any transient aircraft. Refuel personnel will not depart location of aircraft until an authorized representative of the Government has completed the DD Form 1898 Transient Slip. Fuel containing "+100" additive shall never be introduced into transient aircraft.

**7.3.1.11. Test Cell Supports.** The Contractor shall provide refuel services to test cell tanks located at Yano Hall, Building 7206, Fort Rucker, Alabama. Fuel required is normally JP-8.

**7.3.2. Weekend Services.** Weekend flying, when required, will be scheduled and provided to the Contractor by 1:00 PM (local time) on the Friday preceding the weekend when flying is scheduled. Weekend flying schedules will not be provided where 24 hour, seven day a week refueling is normally required.

**7.3.3. Special Events.** The Contractor shall provide refuel/defuel services using cold refuel technique in support of special events at Government designated locations within LFA. The Contractor shall receive a minimum of forty-eight (48) hours notice when refuel/defuel support for these special events is required. Special events average three (3) per year and normally occur on weekends or holidays and are normally no longer than 2-4 days in duration. One event split over two (2) segments shall be treated as one (1) event. An example of a special event would be the annual air show held at the Dothan Municipal Airport, which may include visitations from VIPs such as Presidential Staff or members of Congress. A special event does not include the establishment of a permanent fuel site not already listed in the PWS.

**7.3.4. Ordering Instructions for Weekend and Special Event Services.** The KO will notify the Contractor, as identified in 7.3.2. and 7.3.3., when weekend services and/or special events are required. The KO will provide the Contractor the type of refueling required, the location of the

service and/or event, and the designated time period. The Contractor shall provide a proposed price for each event to the KO prior to commencement of work. Work shall not commence until approval is obtained from the KO. Work shall not exceed what the KO pre-approved. When the service is complete, the Contractor shall invoice in accordance with the pre-approved Wide Area Workflow instructions. The Contractor shall not exceed the amount funded for this CLIN and shall not perform work that will exceed the amount funded for this CLIN without written authorization from the KO. The Contractor shall notify the KO and COR when they have expended 75% of funding available to this CLIN. The KO may unilaterally increase the NTE amount for this CLIN based on mission requirements.

7.3.5. Aircraft Logbooks. The Contractor shall enter the amount of fuel issued to aircraft on DA Form 2408-13. If no DA Form 2408-13 is available in the aircraft at the time of refueling, the Contractor shall provide Aviation Center Logistics Command (ACLC) field offices at the basefields with a daily listing of the aircraft with no DA Form 2408-13 available at the time of refueling. As a minimum, this listing shall contain the aircraft number, aircraft type, number of gallons issued, refueling vehicle number, name of refueling personnel, date, and time of refueling.

7.3.6. Minimum Quantities. The Contractor shall provide and maintain minimum quantities on hand during all hours of operation at all stagefields in accordance with Attachment #4.

7.3.7. Aircraft Type. The Contractor shall operate refueling vehicles to support the aircraft types listed in Attachment #6.

7.4 Operation of Waste Fuel Truck. The waste fuel truck shall be available during normal duty hours, and shall collect any fluids from the waste fuel collection drums located on each base field. These drums shall be emptied no less than once each week and upon request if they are over two-thirds full during periods of heavy usage. This vehicle shall perform aviation defuels when fuel in aircraft is graded off-specification by POL Branch or Fuel Laboratory personnel. This vehicle and crew shall be required to assist in clean-up of petroleum spills upon request regardless of fault of the spill. Off-specification fuel collected by this truck shall be pumped into the designated 12,000 off-specification fuel collection tank located on Hanchey Field. The contractor shall take manual stick readings of this tank weekly and report levels of water and fuel to the POL Branch.

**8.0 – PERFORMANCE REQUIREMENTS SUMMARY**

<b>Key Requirement</b>	<b>PWS Reference</b>	<b>Performance Metrics</b>
<b>Administration –</b> Conduct operations IAW safety, environmental protection, training, spill, security, force protection, and the Contractor's quality control plans.	6.9.	Noncompliance with the established standard (Table D) will result in the Government charging \$200 per incident, except in cases of AR 15-6 investigations or AR 735-5 Reports of Survey for which the monetary decisions will take precedence.
<b>Fuel Management -</b> Avoid out of tolerance conditions.	7.1.	Handling losses and gains of JP8 (Jet Fuel) or DS2 (Diesel) cannot exceed (+) or (-) .25 percent of the opening inventory plus receipt for the monthly period covered by the MBPAS. The Contractor will be held liable for losses that are evident to be controllable by the Contractor.
<b>Fuel Quality –</b> Avoid excessive water/sediment and ensure +100 fuel additive is utilized correctly.	7.2.	Noncompliance with the established standard (Table E) will result in the Government charging \$1,000 per aircraft, except in cases of AR 15-6 investigations or AR 735-5 Reports of Survey for which the monetary decisions will take precedence.
<b>Refueling and Defueling Operations –</b> Meet operating time requirements.	7.3.	Noncompliance with the established response time (Table F) for more than 10 aircraft in a month will result in the Government charging \$1,000 per aircraft.

**9.0 – APPLICABLE REGULATIONS**

9.1. Applicable Documents. Documents applicable to this Performance Work Statement are listed below. The documents are coded as advisory (A) or mandatory (M). The Contractor is obligated to follow the procedures in those documents coded as mandatory but only to the extent that is applicable to the performance of this contract.

9.2. Mandatory Forms. All publications and forms listed as mandatory will be available for inspection at the Pre-Proposal Conference and will be provided to the Contractor at the start of the contract.

9.3. Supplements. Supplements or amendments to mandatory publications may be issued during the life of the contract. Supplements and amendments to mandatory publications shall be considered to be in full force and effect immediately upon receipt by the Contractor. Changes in the contract price due to supplements, amendments, and new documents shall be considered under the "Changes" clause.

9.4. Contractor's Responsibility. It is the Contractor's responsibility to ensure that all mandatory publications are posted and up-to-date. Questions concerning the applicability of any Government document will be referred to the Contracting Officer for resolution. Upon termination of the contract, the Contractor shall return to the Government all issued publications.

#### 9.5. Publications.

AR 58-1	Management Acquisition and Use of Motor Vehicles	Aug 04
AR 190-16	Physical Security, Chapter 4	May 91
AR 190-51	Security of Army Property at Unit and Installation Level	Sep 93
AR 200-1	Environmental Protection and Enhancement	Dec 07
AR 385-10	Army Safety Program	Aug 07
AR 385-55	Prevention of Motor Vehicle Accidents	Mar 87
AR 420-90	Fire and Emergency Services	Oct 06
AR 710-2	Supply Policy Below the Wholesale Level	Mar 08
AR 725-50	Requisitioning, Receipt, and Issue System	Nov 95
AR 735-5	Policies and Procedures for Property Accountability	Mar 05
DOD 4140.25M	Procedures for the Management of Petroleum Products	Jun 94
DOD 5500.7-R	DOD Joint Ethics Regulation	Nov 07
DA Pam 385-40	Army Accident Investigation and Reporting	Feb 10
DA Pam 710-2-1	Using Unit Supply System Manual Procedures	Dec 97
DA Pam 710-2-2	Supply Support Activity Supply System: Manual Procedures	Sep 98
DA Pam 738-751	The Army Maintenance Management System	Mar 99
TM 5-609	Military Custodian Services Manual, w/Changes 1 & 2	Oct 82
TM 5-4930-226-13&P	Nozzle Assembly, Closed Circuit Refueling with Strainer Assembly	Dec 93
FM 10-67-1	Concepts and Equipment of Petroleum Operations	Apr 98
FM 19-30	Physical Security	Jan 01
FM 21-60	Visual Signals	Sep 87
NFPA 70E	Standard for Electrical Safety in the Workplace®	Current Edition
FR 95-2	Air Traffic Control, Airspace, Airfields, Flight Activities, and Navigational Aids	Apr 07
FR 190-5	Fort Rucker Motor Vehicle Regulation	May 10
USAACE 210-3	Installation Policy and Ground Maintenance Plan	Nov 87
USAACE Pam 95-2	Directory of Aviation Training Facilities and Procedures	Jul 90
USAACE Pam 700-1	Aviation Fuel Surveillance and Handling Procedures Manual	Mar 99
MIL-STD-3004	Quality Surveillance for Fuels Lubricants, and Related Products	Sep 08
MIL-STD-161G	Identification Methods for Bulk Petroleum Products Systems Including Hydrocarbon Missile Fuels	Aug 05
MIL-PRF-52308J w/Amendment 2	Filter-Coalescer Element, Fluid Pressure	Jul 05



USAACE SPCP	USAACE Spill Prevention Contingency Plan	Current Edition
DESC-P-1	Recording and Processing Inventory Transactions and End-of-Month Physical Inventory and Operating/Gain Loss Adjustment Transactions	Oct 09
DESC-P-2	Receipt and Shipment of Petroleum Products	Apr 10
DLA Energy-P-3	Document/Data Control and Retention	Aug 11
DESC-P-4	Prohibition Against Entering Privacy Act Information/Personally Identifiable Information in the Base Level Systems Application (BLSA)	Apr 10
DESC-P-5	Vehicle Identification Link (VIL) Key Encoding, Accountability, and Control	Jun 10
DLA Energy P-6	Authorized Customers and Cash Sales	Aug 11
DESC-P-7	Accountability and Custodial Responsibilities for Defense Working Capital Fund (DWCF) Inventory and Government Property	Aug 09
DESC-P-8	Terminal Operation Service Basic Module and Toolkit	Aug 09
DLA Energy P-10	Segregation of Duties	Feb 11
DESC-P-12	Defense Energy Support Center (DESC) Sustainment, Restoration and Modernization (SRM) Funding Policy for Fixed Petroleum Facilities	May 10
DESC-P-13	Government Fuel Card (GFC) Program Dispute Process	May 10
DLA Energy P-14	Causative Research and Financial Liability Investigation of Property Loss	Mar 11
DLA Energy P-15	Defense Working Capital Fund Capitalization	Jan 11
DESC-P-16	Transportation	Jan 08
DESC-P-17	Exercise and Contingency Operations	Feb 09
DLA Energy P-18	Requests for Waiver and/or Exception to DoDM 4140.25 and DLA Energy Interim Policy Implementation and Procedural Guidance	Sep 11
DESC-I-1	Processing of CNG and MLP Sales to Mobility Equipment/On-Base Vehicles	May 10
DESC-I-2	1884 Report Data Requirements and Processing Procedures	Nov 10
DESC-I-3	Defense Energy Support Center Fuel Purchase Agreement Program	Feb 10
DESC-I-4	FCC Processing of Fuel Transactions, Inventory Adjustments (Physical Inventory) and End-of-Month Determinable Gain/Loss Transactions	Sep 05
DESC-I-6	Non-DoD Aviation, Marine, and Bulk Ground Fuels Customer Sales Report	Jan 10
DESC-I-7	Cash Sales Procedures for Defense Working Capital Fund (DWCF) Owned Fuel	Apr 09
DLA Energy I-8	Processing of Fuel Sales to Disaster Relief Agencies	Aug 11
DESC-I-10	Defense Energy Support Center (DESC) Business Rules for Challenged Transactions	Jan 10
DESC-I-12	Processing Corrections/Changes to DWCF Transactions	Oct 09
DESC-I-13	Fuel Spill/Leak Reporting	Jan 08
DESC-I-14	Procedures for US Air Force Line-of-Accounting (LOA) Table in the Fuels Enterprise Server (FES)	Feb 10
DESC-I-16	JP-8+100 Management at Defense Fuel Support Points	May 10
DESC-I-17	In-Flight Transaction Process for Non-Stocked Products	Sep 05
DLA Energy I-18	Instructions for Requisition, Funding Requests, or Reimbursement of Filter/Coalescer Elements	Nov 11
DESC-I-19	Electronic Signature Application for DD Form 1449, DD Form 250 and DD Form 250-1, Ground PORTS Orders via Fuels Enterprise Server (FES) PORTS Order Systems	Dec 09
DESC-I-20	Defense Fuel Support Point (DFSP) Closure	Apr 10
DESC-I-21	Sales and Credits of Defense Working Capital Fund (DWCF) Fuel	Jun 10
DESC-I-22	Instruction for DFSP Documentation and Processing of Ground Re-Issue Secondary Sales	Nov 10
DESC-I-23	Base Level Support Application (BLSA) Administrator Procedures	Dec 09
DLA Energy I-24	DLA Energy Automated Information system (AIS) Applications Access	Apr 11
DESC-I-26	Ordering of Forms and Equipment and Embossing of Forms Used for Documentation of Fuel Sale and Credit Transactions	Apr 08
DLA Energy I-28	Processing Fuel Oil Reclaimed (FOR) Returns	Jan 11

DESC-I-33

Fuel Additive Requisition Procedure

Jan 07

9.6. Forms.

USAACE Form 268	Daily Aircraft Fuel Dispensing Summary
USAACE Form 683	Aircraft Fuel Dispensing Record
USAACE Form 697	Contracting Officer's (DOL-ALMD) Representative Recap
USAACE Form 498	Daily Fuel Storage Tank Record
DA Form 1687	United States Army Accident Investigation Report
DA Form 2765-1	Request for Issue or Turn-In
DA Form 4283	Facilities Engineering Work Request
DA Form 4702-R	Monthly Bulk Petroleum Accounting Summary
DA Form 1898	AVFUELS Into-Plane Contract
DA Form 285	United States Army Accident Investigation Report

WAGE DETERMINATIONWD 05-2005 (Rev.-11) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/17/2011

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
 ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

	Wage Determination No.: 2005-2005
Diane C. Koplewski	Division of   Revision No.: 11
Director	Wage Determinations   Date Of Revision: 06/13/2011

States: Alabama, Georgia

Area: Alabama Counties of Barbour, Coffee, Dale, Geneva, Henry, Houston  
 Georgia Counties of Clay, Early, Miller, Seminole

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.18	
01012 - Accounting Clerk II	15.35	
01013 - Accounting Clerk III	17.35	
01020 - Administrative Assistant	19.30	
01040 - Court Reporter	14.03	

01051 - Data Entry Operator I	9.76
01052 - Data Entry Operator II	10.65
01060 - Dispatcher, Motor Vehicle	15.41
01070 - Document Preparation Clerk	10.86
01090 - Duplicating Machine Operator	10.86
01111 - General Clerk I	9.79
01112 - General Clerk II	13.35
01113 - General Clerk III	15.04
01120 - Housing Referral Assistant	16.41
01141 - Messenger Courier	8.91
01191 - Order Clerk I	11.76
01192 - Order Clerk II	13.45
01261 - Personnel Assistant (Employment) I	14.87
01262 - Personnel Assistant (Employment) II	18.04
01263 - Personnel Assistant (Employment) III	18.54
01270 - Production Control Clerk	17.18
01280 - Receptionist	10.57
01290 - Rental Clerk	9.74
01300 - Scheduler, Maintenance	12.27
01311 - Secretary I	12.27
01312 - Secretary II	14.03
01313 - Secretary III	16.41
01320 - Service Order Dispatcher	13.07
01410 - Supply Technician	19.30
01420 - Survey Worker	14.03
01531 - Travel Clerk I	11.62
01532 - Travel Clerk II	12.40
01533 - Travel Clerk III	13.07
01611 - Word Processor I	10.93
01612 - Word Processor II	12.58
01613 - Word Processor III	14.08
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.64
05010 - Automotive Electrician	17.01
05040 - Automotive Glass Installer	16.13
05070 - Automotive Worker	16.13
05110 - Mobile Equipment Servicer	14.26
05130 - Motor Equipment Metal Mechanic	17.93
05160 - Motor Equipment Metal Worker	16.09
05190 - Motor Vehicle Mechanic	17.93
05220 - Motor Vehicle Mechanic Helper	13.35
05250 - Motor Vehicle Upholstery Worker	15.16
05280 - Motor Vehicle Wrecker	16.13
05310 - Painter, Automotive	17.01

05340 - Radiator Repair Specialist	16.13
05370 - Tire Repairer	11.20
05400 - Transmission Repair Specialist	17.93
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.89
07041 - Cook I	8.20
07042 - Cook II	9.89
07070 - Dishwasher	7.58
07130 - Food Service Worker	8.19
07210 - Meat Cutter	13.41
07260 - Waiter/Waitress	7.99
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.04
09040 - Furniture Handler	10.97
09080 - Furniture Refinisher	16.04
09090 - Furniture Refinisher Helper	12.67
09110 - Furniture Repairer, Minor	14.35
09130 - Upholsterer	16.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.81
11060 - Elevator Operator	8.77
11090 - Gardener	11.88
11122 - Housekeeping Aide	8.05
11150 - Janitor	8.77
11210 - Laborer, Grounds Maintenance	10.09
11240 - Maid or Houseman	7.98
11260 - Pruner	9.43
11270 - Tractor Operator	11.67
11330 - Trail Maintenance Worker	10.09
11360 - Window Cleaner	9.38
12000 - Health Occupations	
12010 - Ambulance Driver	13.82
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	21.66
12015 - Certified Physical Therapist Assistant	22.95
12020 - Dental Assistant	13.83
12025 - Dental Hygienist	20.20
12030 - EKG Technician	23.94
12035 - Electroneurodiagnostic Technologist	23.94
12040 - Emergency Medical Technician	13.82
12071 - Licensed Practical Nurse I	14.12
12072 - Licensed Practical Nurse II	15.79
12073 - Licensed Practical Nurse III	17.61
12100 - Medical Assistant	12.44



12130 - Medical Laboratory Technician	14.80	
12160 - Medical Record Clerk	11.22	
12190 - Medical Record Technician	13.54	
12195 - Medical Transcriptionist	13.34	
12210 - Nuclear Medicine Technologist	34.60	
12221 - Nursing Assistant I	9.54	
12222 - Nursing Assistant II	10.73	
12223 - Nursing Assistant III	11.70	
12224 - Nursing Assistant IV	13.13	
12235 - Optical Dispenser	14.96	
12236 - Optical Technician	14.12	
12250 - Pharmacy Technician	13.36	
12280 - Phlebotomist	13.13	
12305 - Radiologic Technologist	22.96	
12311 - Registered Nurse I	20.72	
12312 - Registered Nurse II	25.34	
12313 - Registered Nurse II, Specialist	25.34	
12314 - Registered Nurse III	30.68	
12315 - Registered Nurse III, Anesthetist	30.68	
12316 - Registered Nurse IV	36.77	
12317 - Scheduler (Drug and Alcohol Testing)	19.57	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	15.47	
13012 - Exhibits Specialist II	19.18	
13013 - Exhibits Specialist III	23.42	
13041 - Illustrator I	15.00	
13042 - Illustrator II	18.59	
13043 - Illustrator III	22.74	
13047 - Librarian	20.68	
13050 - Library Aide/Clerk	12.01	
13054 - Library Information Technology Systems Administrator		18.68
13058 - Library Technician	15.47	
13061 - Media Specialist I	13.41	
13062 - Media Specialist II	15.00	
13063 - Media Specialist III	16.73	
13071 - Photographer I	13.41	
13072 - Photographer II	16.60	
13073 - Photographer III	20.25	
13074 - Photographer IV	24.77	
13075 - Photographer V	29.98	
13110 - Video Teleconference Technician		13.47
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.41	

14042 - Computer Operator II	17.31	
14043 - Computer Operator III	20.05	
14044 - Computer Operator IV	22.57	
14045 - Computer Operator V	24.99	
14071 - Computer Programmer I	18.49	
14072 - Computer Programmer II	24.89	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	26.81
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator	15.41	
14160 - Personal Computer Support Technician	23.27	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.81
15020 - Aircrew Training Devices Instructor (Rated)		32.43
15030 - Air Crew Training Devices Instructor (Pilot)		36.77
15050 - Computer Based Training Specialist / Instructor		26.81
15060 - Educational Technologist	26.81	
15070 - Flight Instructor (Pilot)	36.77	
15080 - Graphic Artist	25.02	
15090 - Technical Instructor	20.44	
15095 - Technical Instructor/Course Developer		25.00
15110 - Test Proctor	16.49	
15120 - Tutor	16.49	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	8.48	
16030 - Counter Attendant	8.48	
16040 - Dry Cleaner	10.28	
16070 - Finisher, Flatwork, Machine		11.28
16090 - Presser, Hand	8.48	
16110 - Presser, Machine, Drycleaning		8.48
16130 - Presser, Machine, Shirts		8.48
16160 - Presser, Machine, Wearing Apparel, Laundry		8.48
16190 - Sewing Machine Operator		10.88
16220 - Tailor	11.50	
16250 - Washer, Machine	12.50	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		17.38
19040 - Tool And Die Maker	22.36	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	12.94	
21030 - Material Coordinator	18.58	
21040 - Material Expediter	18.58	

21050 - Material Handling Laborer	9.81
21071 - Order Filler	10.40
21080 - Production Line Worker (Food Processing)	12.94
21110 - Shipping Packer	11.78
21130 - Shipping/Receiving Clerk	11.78
21140 - Store Worker I	11.92
21150 - Stock Clerk	14.74
21210 - Tools And Parts Attendant	12.94
21410 - Warehouse Specialist	12.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	17.74
23021 - Aircraft Mechanic I	16.90
23022 - Aircraft Mechanic II	17.74
23023 - Aircraft Mechanic III	18.61
23040 - Aircraft Mechanic Helper	12.56
23050 - Aircraft, Painter	17.30
23060 - Aircraft Servicer	14.25
23080 - Aircraft Worker	16.70
23110 - Appliance Mechanic	15.25
23120 - Bicycle Repairer	10.97
23125 - Cable Splicer	22.16
23130 - Carpenter, Maintenance	16.48
23140 - Carpet Layer	15.24
23160 - Electrician, Maintenance	16.90
23181 - Electronics Technician Maintenance I	15.25
23182 - Electronics Technician Maintenance II	18.48
23183 - Electronics Technician Maintenance III	19.49
23260 - Fabric Worker	13.40
23290 - Fire Alarm System Mechanic	16.90
23310 - Fire Extinguisher Repairer	13.53
23311 - Fuel Distribution System Mechanic	17.82
23312 - Fuel Distribution System Operator	14.27
23370 - General Maintenance Worker	15.01
23380 - Ground Support Equipment Mechanic	16.90
23381 - Ground Support Equipment Servicer	14.25
23382 - Ground Support Equipment Worker	16.70
23391 - Gunsmith I	13.53
23392 - Gunsmith II	15.24
23393 - Gunsmith III	16.90
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.00
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.79
23430 - Heavy Equipment Mechanic	19.01

23440 - Heavy Equipment Operator	16.65
23460 - Instrument Mechanic	18.14
23465 - Laboratory/Shelter Mechanic	16.04
23470 - Laborer	9.81
23510 - Locksmith	16.04
23530 - Machinery Maintenance Mechanic	19.01
23550 - Machinist, Maintenance	17.14
23580 - Maintenance Trades Helper	13.81
23591 - Metrology Technician I	18.14
23592 - Metrology Technician II	19.23
23593 - Metrology Technician III	20.18
23640 - Millwright	16.90
23710 - Office Appliance Repairer	16.44
23760 - Painter, Maintenance	15.54
23790 - Pipefitter, Maintenance	20.04
23810 - Plumber, Maintenance	18.98
23820 - Pneudraulic Systems Mechanic	16.90
23850 - Rigger	16.90
23870 - Scale Mechanic	15.24
23890 - Sheet-Metal Worker, Maintenance	15.83
23910 - Small Engine Mechanic	14.23
23931 - Telecommunications Mechanic I	18.13
23932 - Telecommunications Mechanic II	19.03
23950 - Telephone Lineman	21.38
23960 - Welder, Combination, Maintenance	17.31
23965 - Well Driller	16.90
23970 - Woodcraft Worker	16.90
23980 - Woodworker	13.53
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.22
24580 - Child Care Center Clerk	13.29
24610 - Chore Aide	10.98
24620 - Family Readiness And Support Services Coordinator	11.92
24630 - Homemaker	13.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.11
25040 - Sewage Plant Operator	18.15
25070 - Stationary Engineer	19.15
25190 - Ventilation Equipment Tender	13.28
25210 - Water Treatment Plant Operator	18.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.28
27007 - Baggage Inspector	10.60



27008 - Corrections Officer	15.05	
27010 - Court Security Officer	15.05	
27030 - Detection Dog Handler	13.28	
27040 - Detention Officer	14.23	
27070 - Firefighter	15.05	
27101 - Guard I	10.60	
27102 - Guard II	13.28	
27131 - Police Officer I	17.31	
27132 - Police Officer II	19.23	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	9.44	
28042 - Carnival Equipment Repairer	8.39	
28043 - Carnival Equipment Worker	7.29	
28210 - Gate Attendant/Gate Tender	12.73	
28310 - Lifeguard	11.34	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant		11.10
28515 - Recreation Specialist	15.40	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	15.86	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	15.24	
29020 - Hatch Tender	15.24	
29030 - Line Handler	15.24	
29041 - Stevedore I	14.35	
29042 - Stevedore II	16.04	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.83
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		27.16
30021 - Archeological Technician I	16.26	
30022 - Archeological Technician II	18.18	
30023 - Archeological Technician III	22.53	
30030 - Cartographic Technician	22.53	
30040 - Civil Engineering Technician	16.86	
30061 - Drafter/CAD Operator I	16.26	
30062 - Drafter/CAD Operator II	18.18	
30063 - Drafter/CAD Operator III	20.28	
30064 - Drafter/CAD Operator IV	24.96	
30081 - Engineering Technician I	14.31	
30082 - Engineering Technician II	16.26	
30083 - Engineering Technician III	18.18	
30084 - Engineering Technician IV	22.24	
30085 - Engineering Technician V	26.53	

30086 - Engineering Technician VI	30.86	
30090 - Environmental Technician	22.53	
30210 - Laboratory Technician	21.41	
30240 - Mathematical Technician	22.54	
30361 - Paralegal/Legal Assistant I	16.54	
30362 - Paralegal/Legal Assistant II	20.25	
30363 - Paralegal/Legal Assistant III	23.99	
30364 - Paralegal/Legal Assistant IV	29.37	
30390 - Photo-Optics Technician	22.54	
30461 - Technical Writer I	21.85	
30462 - Technical Writer II	26.72	
30463 - Technical Writer III	32.33	
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.28
30621 - Weather Observer, Senior	(see 2)	22.32
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	10.85	
31030 - Bus Driver	14.20	
31043 - Driver Courier	12.61	
31260 - Parking and Lot Attendant	10.23	
31290 - Shuttle Bus Driver	13.77	
31310 - Taxi Driver	12.61	
31361 - Truckdriver, Light	13.77	
31362 - Truckdriver, Medium	14.20	
31363 - Truckdriver, Heavy	18.95	
31364 - Truckdriver, Tractor-Trailer	19.88	
99000 - Miscellaneous Occupations		
99030 - Cashier	7.68	
99050 - Desk Clerk	8.16	
99095 - Embalmer	21.58	
99251 - Laboratory Animal Caretaker I		11.17
99252 - Laboratory Animal Caretaker II		11.73
99310 - Mortician	21.58	
99410 - Pest Controller	12.27	
99510 - Photofinishing Worker	11.95	
99710 - Recycling Laborer	11.14	
99711 - Recycling Specialist	12.89	
99730 - Refuse Collector	10.38	
99810 - Sales Clerk	10.36	

99820 - School Crossing Guard	12.71
99830 - Survey Party Chief	16.40
99831 - Surveying Aide	10.94
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	13.11
99841 - Vending Machine Repairer	16.09
99842 - Vending Machine Repairer Helper	13.90

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.59 per hour or \$143.60 per week or \$622.27 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:**

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

## 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.



A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE  
RATE {Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### LIST OF ATTACHMENTS

##### LIST OF ATTACHMENTS

#### **LIST OF ATTACHMENTS**

(All documents are added as separate MS Word and Excel documents)

Quality Assurance Surveillance Plan

Pricing Matrices

Attachment #1: Stagefields (Revised 1-11-12)

Attachment #2: Basefields

Attachment #3: Pre-execution Requirements

Attachment #4: Minimum Quantities of Aviation Fuel

Attachment #5: Mogas and Diesel Deliveries

Attachment #6: List of Supported Aircraft

Attachment #7: Map of the Local Flying Area

Attachment #8: Collective Bargaining Agreement, August 2, 2009 through July 31, 2012

Attachment #9: Deliverables


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## Attachment #6: List of Supported Aircraft

### LIST OF SUPPORTED AIRCRAFT\*

<u>FORT RUCKER</u>	<u>CURRENT NUMBER</u>	<u>TRANSIENT**</u>
C-12		C-7
OH-58		C-12
UH-1		OV-1D
UH-60		H3
CH-47		CH-53
AH-64		CH-54
TH-67		C-141
UH-72		

\*AIRCRAFT TYPES OTHER THAN THOSE LISTED MAY REQUIRE REFUEL/DEFUEL SUPPORT FROM TIME TO TIME ON A TRANSIENT BASIS. OTHER TYPES OF AIRCRAFT MAY BE ADDED WITHOUT CHANGING CONTRACT PRICE.





DTG	FROM	TO	CC	SUBJECT	MESSAGE
Wed, Jun 04, 2014 6:59 AM	[REDACTED]	[REDACTED]		CCR	[REDACTED] would like to know the results of your test on timing how long it takes to refuel a UH-72 [REDACTED] UH-72A Product Office (S3 Inc.)
Wed, Jun 04, 2014 7:22 AM	[REDACTED]	[REDACTED]		CCR	
Wed, Jun 04, 2014 8:26 AM	[REDACTED]	[REDACTED]	[REDACTED]	CCR	[REDACTED] we are meeting again with the POL chief at 0830 today; I'll send you a note right after our meeting. [REDACTED] [REDACTED] MTF later today. [REDACTED]
Wed, Jun 04, 2014 3:50 PM	[REDACTED]	[REDACTED]	[REDACTED]	CCR	Any update from today's WG? [REDACTED], Dir, USAACE Flight Training
Wed, Jun 04, 2014 4:32 PM	[REDACTED]	[REDACTED]	[REDACTED]	CCR	[REDACTED] We met earlier today with [REDACTED] from the LRC POL Branch. They provided some more data on the LUH refuel system and number on refueling requirements for TH-67 VS LUH [REDACTED] is working on a presentation as tasked by G3 last week. - According to [REDACTED], an engineer in the Huntsville Value Engineering office [REDACTED] - government rep) mentioned that [REDACTED] [REDACTED] We asked for the POC information to verify this and put them in touch with TCM Lift/PEO AVN. - The re-fuelers has done some test of how long it takes to refuel an LUH but there was no specific direction. I re-engaged POL and 110th today and they have coordinated for tomorrow at 0900 to do a full defuel, fuel to 20 minutes reserve level, and start the timing from that point on. They will time the refuel ops through different stages (point where a/c starts burping and they have to slow fuel rate, etc.). - As I mentioned last week, [REDACTED] did some rough numbers based on a possible increase in the tanker fleet size and corresponding personnel and the \$2.4M that he estimated are only for annual sustainment costs (additional crews and maintenance costs). This doesn't include the cost of procuring additional tankers which could be as much as [REDACTED] - And finally and also very important, if all these requirements equate to a more than a 20% change in the scope of the current contract, that may drive a renegotiation (least desirable COA at this time). This is our approach: COA 1: Modify A/C with Closed Circuit Aperture Impact: Cost per aircraft to modify COA 2: Increase refuel fleet Impact: Cost per refuel team/tanker increase cost of contract COA 3: Increase Recovery Time during launches Impact: Increased training time
Tues, Jun 10, 2014 7:06 PM	[REDACTED]	[REDACTED]		USAACE UH-72-A Refuel Brief	SIR, Updated slides. [REDACTED]
Wed, Jun 11, 2014 11:08 AM	[REDACTED]	[REDACTED]	[REDACTED]	Contracting Questions	[REDACTED], I need clarification on the implications of changing the scope of a contract. As you know we are discussing options for the refuel of the new fleet of LUH-72 hellos that we will be getting in USAACE [REDACTED] [REDACTED] I also heard from one of your contracting officers (didn't get her name and [REDACTED] wasn't available) [REDACTED] [REDACTED] [REDACTED] I would appreciate an answer as soon as you can get it to me since we are meeting on this tomorrow and the G3 may want to run this by the CG prior to the meeting tomorrow. Thanks, [REDACTED]
Thurs, Jun 12, 2014 4:29 PM	[REDACTED]	[REDACTED]		UH-72 Working Group Follow-up	Friday, Jun 13, 2014 10:30 AM-11:30 AM - Sorry, 1030 G-4 Conf Rm. ALCON, [REDACTED] would like to meet tomorrow to discuss the UH-72A refuel issues, Bldg. 5700, Rm 223. Our COA is directed by the CG and involves increasing the size of the refuel tanker fleet. [REDACTED], Please get with [REDACTED] to determine if it would be appropriate for the refuel contractor to attend.



[illegible]



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Thurs, Sept 11, 2014 11:26 AM		CIV; CIV; CIV U	CIV; CIV	LUH Estimate	If we only wanted to do a portion of this requirement with FY14 funds, how could we break it down into pieces. Call me to discuss if you need to.
Tues, Sept 16, 2014 7:19 AM		CIV; CIV; CIV; CIV	CIV; CIV; CIV	LUH Estimate	, Good morning. I hope all is well upstairs :) I know you are swamped, but I really need an answer on the request below. Much Appreciated.
Tues, Sept 16, 2014 8:55 AM		CIV; CIV; CIV	CIV; CIV; CIV	LUH Estimate	Hi. The Option Year commences on 17 December. As a result, you will be able to use FY 14 funds through 16 December to fund the contract. On 17 December FY 15 funding will be required since we will be well into FY 15. If you have additional questions, please let our office know. Thanks.
Tues, Sept 16, 2014 9:08 AM		CIV; CIV; CIV; CIV	CIV; CIV	LUH Estimate	Team, Also, assuming the change order is still needed and that we receive the change order paperwork in real time, we will go ahead and implement the change order modification on the same modification for the FY-14 funding. VR
Tues, Sept 16, 2014 9:48 AM		Coburn; CIV; CIV; CIV	CIV; CIV	LUH Estimate	Thanks Team, still need to know if the requirements can be broken up in any way to do partial funding to attain certain requirements with FY14 dollars. In other words, what if I only have \$1m of FY14 funds to put toward this effort? Thanks,
Tues, Sept 16, 2014 11:32 AM				LUH Estimate	FYI
Tues, Sept 16, 2014 2:31 PM				LUH Estimate	WHERE IS THE ATTACHMENT?
Tues, Nov 04, 2014 1:49 PM				Risk Mitigation for Open Port Hot refueling UH-72's	seems to think there is no way to accomplish the flight training mission without doing hot refuel. In our conversation he mentioned mitigation efforts you all and Airbus engineering had developed. Please provide any information that can be used for the Deliberate Risk Assessment Worksheet as soon as possible so we can get it prepared for the CG's signature. R/S
Wed, Nov 05, 2014 11:13 AM		CIV; USARMY (US); USARMY AVNCOE (US)	USARMY (US); USARMY AVNCOE (US)	Risk Mitigation for Open Port Hot refueling UH-72's	Gentlemen, I recommend a team from USAACE go to Huntsville next week so we can finalize this refuel issue for both the nozzle and hot gas. Regardless, G-4 and POL will attend the test whenever it is rescheduled.  They want to ensure this is vetted with AED and other stakeholders in Huntsville to ensure everyone has the opportunity to provide input and would prefer to have AED's comments prior to sending out the commercial refuel procedures. AED has requested to attend the adapter testing prior to providing comments in case the adapter were to be used in conjunction with hot refueling. Mr. Arnold is adamant that hot refuel is essential to UH-72 flight operations. Hot refuel is a command decision supported by risk mitigation analysis from the safety experts. As you can see in the attached email, the appropriate SME's will be available at this nozzle test next week and is THE opportunity for all stakeholders to properly assess risk, requirements, and procedures.
Wed, Nov 05, 2014 12:09 PM		CIV; CIV; USARMY (US)	USARMY (US); USARMY AVNCOE (US); USARMY AVNCOE (US)	Risk Mitigation for Open Port Hot refueling UH-72's	Concur--Do you want a 110th rep to attend? If so, coordinate w/ Dir, G3/USAACE Flight Training

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Wed, Nov 05, 2014 3:59 PM	[REDACTED]	[REDACTED]		Risk Mitigation for Open Port Hot refueling UH-72's	[REDACTED], I want you on the team. See what it will take. [REDACTED], Director - Aviation Branch Safety Office. United States Army Aviation Center of Excellence
Thurs, Nov 06, 2014 7:47 AM	[REDACTED]	[REDACTED]		Risk Mitigation for Open Port Hot refueling UH-72's	[REDACTED] My boss wants me on the team, please keep me abreast of progress/developments. V/R [REDACTED] Air Safety Specialist. CH-47, Attack, Reconnaissance and Training Helicopters
Thurs, Nov 06, 2014 8:36 AM	[REDACTED]	[REDACTED]		Risk Mitigation for Open Port Hot refueling UH-72's	[REDACTED], There are three people plus someone from the unit that will be going; [REDACTED] - G4 [REDACTED] - POL [REDACTED] - ABSO [REDACTED] ? - 110th  Or would you prefer someone else, Safety, STDZ, [REDACTED] ? What is the chance of getting a flight? 5%? I will call later this am.
Thurs, Nov 06, 2014 5:26 PM	[REDACTED]	[REDACTED] C CIV [REDACTED] CIV	[REDACTED]	Risk Mitigation for Open Port Hot refueling UH-72's	[REDACTED] will go on the trip. What are the 5 Ws for the event that I can support a mission to Huntsville?
Fri, Nov 07, 2014 10:41 AM	[REDACTED]	[REDACTED]	[REDACTED] e, [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Risk Mitigation for Open Port Hot refueling UH-72's	SIR, WHO: USAACE [REDACTED], [REDACTED], [REDACTED], [REDACTED]. Other organizations located at Redstone Arsenal will be in attendance; PEO Aviation UH-72A Product Office and AMRDEC: Prototype Integration Facility, and Aviation Engineering Directorate. WHAT: [REDACTED] [REDACTED] WHEN: Thursday, 13 Nov 14 @ 1400 hrs. WHERE: The Demo will be conducted at Madison County Executive Airport (KMDQ) outside of the M4 Hangar. 358 Bolling Road, Meridianville, AL 35759. All interested viewers will have to sign in at the Airport trailer before entering the Airfield. WHY: [REDACTED], This results in an increase of \$32M for expanded services on the existing Refuel/Defuel Contract. An idea to help reduce refuel times for the LUH came from AMC Huntsville and the USAACE G-4/POL Team for LRC here at Ft Rucker constructed a prototype. [REDACTED] This potentially reduces the additional refuel services from \$32M to \$3M. The Demo is an independently hosted effort conducted by the Prototype Integration Facility of AMRDEC.  POC: PM UH-72A contact is [REDACTED] at (256) 337-6917 (C); [REDACTED] (256) 313-1166 (Office)
Tues, Feb 17, 2015 4:34 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Contract Resources	[REDACTED] I've taken over for [REDACTED] and Lowell is out sick today - have any additional tankers been acquired by the KTR yet in support of the forthcoming LUH ARI conversion? I'm looking at a plan where tankers were ordered in the 4th QTR of FY14 and the 1st QTR of FY15 - the G3 is briefing this information tomorrow to an ARI workgroup so I am looking for an update.
Wed, Feb 18, 2015 5:20 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Contract Resources	Sir, These trucks have to be built from scratch and it's about a six month process. I'll check on the status this morning and update you. Please Cc [REDACTED] (Cc line) on all POL correspondence he's my boss and can answer your questions when I'm not readily available. [REDACTED], QA/COR Refuel Contract
29-Apr-15					[REDACTED] Appointed as Property Administrator by [REDACTED] KO
Thurs, Mar 05, 2015 7:42 AM	[REDACTED]	[REDACTED]		Refueling	FYI, I talked to [REDACTED] (PM Office) and asked him for some answers on the following questions: [REDACTED] will try to get some answers to these questions and agreed we probably need to have a teleconference on this issue. If you have any additional questions please let me know as soon as possible so I can give him some time to research. When, next week would be a good time for you to have a teleconference to discuss?

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Thurs, Mar 05, 2015 9:38 AM		CTR; US; CIV U; CIV; CIV	; ; ; ; CIV; CIV; CTR (US); ; ; ;	Refueling	Good run down, I attached the data sheet from our test of the 6 inch x 1.5 inch nozzle for discussion purposes. Also, we need to add Hot Refuel to the list. I spoke with and he insists on pursuing hot gas. Did we ever get the information from Airbus about what was done in Europe ref hot refuel? is available Monday 0900 (Primary) and Tuesday 1000 or 1330 (Alt).
Tues, Mar 10, 2015 9:01 AM		CTR; US; CIV U; CIV; CIV	; ; ; ; ; ; CTR; CPT; CPT USARMY AVNCOE (US)	Refueling	Dial-in for the LUH telecom is 334/255-0118 or DSN 558-0118 from 1330-UTC. Slides attached for discussion.  1. If USAACE assumes the risk of damaging either the grounding wire or tubes in the refuel port, can this be repaired at the operator level? (Some of the aircraft coming from other locations have arrived at Rucker with damaged tubes/frayed grounding wires). If not, what would be an estimated cost for repair? 2. Is it possible to have the OEM remount the grounding wire on the refuel port so as not to get in the way of the refuel nozzles? (during DEMOD/REMOD). 3. 4. Hot Refuel?
Thurs, Mar 12, 2015 9:41 AM			; ; ;	Refuel Contract Resources	Can I get an update from the FEB traffic on the expected delivery date and the KTR's plan to man and integrate the 6x new trucks into the fleet = we need to know if there is going to be additional G8 funding required (KTR salaries) for this year of execution. I'm not sure additional labor resources need to be put against the requirement this year... Regards, , Director, G-1/4
Apr15 - Jul 15					deployed
5-May-15 Wed, May 06, 2015 5:15 PM			CIV USARMY PEO AVN (US) CTR USARMY PEO AVN (US); CTR (US)	Refuel Test	came to Fort Rucker and became COR Good afternoon. If you have any information relating to the upcoming refuel test, please pass it along. Any and all specifics (dates, issues, concerns, etc.) will be appreciated. I plan on participating in this test and can help with coordination in advance of your arrival.
Tues, May 12, 2015 8:53 AM			CIV USARMY PEO AVN (US); CTR USARMY PEO AVN (US); CTR (US); CIV USARMY PEO AVN (US); CIV USARMY PEO AVN (US)		Sir, We currently have the re-fueler availability lined up for the week of the 18th. We just received the revised NDA from Ft. Rucker last night. The contractor is passing this through their business and legal dept. currently. If they accept the NDA in time, we will be good to go for next week. I'll update when I know more. Thanks,

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, May 12, 2015 8:56 AM	[REDACTED]	[REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US)	Refuel Test	Do we have a tentative date for this test next week?
Tues, May 12, 2015 8:58 AM	[REDACTED]	[REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US)	Refuel Test	The refueler is available all week but prefers the 21st-22nd. I believe [REDACTED] is out the 18th. I have to coordinate with [REDACTED] but it's going to come down to getting the NDA signed in time. I would suggest the 21st-22nd because it gives us the most time to react.
Tues, May 12, 2015 9:43 AM	[REDACTED]	[REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US)	Refuel Test	[REDACTED] My assumption is that we need to prep a couple of aircraft for the refuel test hence the need to pin down a date as soon as possible. [REDACTED] assumption is that we will utilize aircraft that are under Sam's maintenance control? If so, we need to preplan.
Tues, May 12, 2015 9:54 AM	[REDACTED]	[REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US)	Refuel Test	I just proposed the 21st-22nd to [REDACTED]. Will let you know his availability when I get a response.
Tues, May 12, 2015 9:56 AM	[REDACTED]	[REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR [REDACTED] (US); [REDACTED] [REDACTED] M CIV USARMY PEO AVN (US)	Refuel Test	[REDACTED], I suggested to [REDACTED] that we have them use AFS aircraft for this instead of the Sikorsky aircraft to avoid the issue of over and above maintenance. If they absolutely cannot do this with the AFS aircraft then we can ask Sikorsky to support but AFS should have no trouble doing this as they have aircraft now and I don't know if they are all being flown. Thanks [REDACTED] UH-72A Product Office, Regional Manager



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, May 12, 2015 9:58 AM	[REDACTED]	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CTR USARMY PEO AVN (US)	[REDACTED] CTR (US); [REDACTED] CIV USARMY PEO AVN (US)	Refuel Test	That's fine with me. I'm allowing the guys down to coordinate having some aircraft available.  UH-72A Product Office Logistics Engineering
Tues, May 12, 2015 4:44 PM	[REDACTED]	[REDACTED] O CIV USARMY PEO AVN (US); [REDACTED] CTR USARMY PEO AVN (US); Brooks, Michael W CIV USARMY PEO AVN (US)	[REDACTED] (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CIV USARMY AMCOM (US)	Refuel Test	All, It shouldn't be an issue to get AFS aircraft for this test, however, there is coordination that needs to occur through ACLC. I will get the specifics, but basically it will be type and number of aircraft required, dates required, special support requirements (i.e. Fuel level less than xxx pounds/gallons, external power, battery cart, etc.)  [REDACTED]  [REDACTED] Can you provide the specific requirements you need for AFS to [REDACTED]? Let me know how I can help. Respectfully, [REDACTED] [REDACTED] UH-72A Product Office Liaison to Fort Rucker (CKM Corporation)
Wed, May 13, 2015 7:14 AM	[REDACTED]	[REDACTED] CTR USARMY PEO AVN (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CTR USARMY PEO AVN (US); [REDACTED] CIV USARMY PEO AVN (US)	[REDACTED] CTR (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CIV USARMY (US)	Refuel Test	[REDACTED] FYI AFS has the requirement to support Sikorsky with aircraft if Sikorsky is short on spare aircraft to support training. I need a list by name of who will be on site unless you have taken care of that with the airfield Commander. I will need the 5 W's so a tasking for AFS support can be sent to the CDR to AFS contracting for support. Need to know what the requirements are; how much fuel is needed in the aircraft? (Request a Defuel truck AFS) Personnel requirements for support from AFS? Will there be requirements for hangar space, electrical connections, Compressed air, move aircraft, de-panel aircraft, support equipment tug, power cart? [REDACTED], UH-72 & MI-17 Equipment Specialist, Aviation Center Logistics Command ACLC
Wed, May 13, 2015 9:39 AM	[REDACTED]	[REDACTED] CIV USARMY AMCOM (US); [REDACTED] CTR USARMY PEO AVN (US); [REDACTED] CTR USARMY PEO AVN (US); [REDACTED] CIV USARMY PEO AVN (US)	[REDACTED] CTR (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CIV USARMY (US); [REDACTED] CIV USARMY AVNCOE (US)	Refuel Test	I've copied [REDACTED] as I believe he will be better equipped to answer some of these. As far as names on my end: [REDACTED], [REDACTED], [REDACTED], [REDACTED]

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Wed, May 13, 2015 1:06 PM	[REDACTED]	[REDACTED]	[REDACTED] CTR (US); [REDACTED] [REDACTED] CIV; [REDACTED] CIV US; [REDACTED] [REDACTED] CTR; [REDACTED] CIV; [REDACTED] A CTR; [REDACTED] [REDACTED] CTR; [REDACTED] CTR; [REDACTED] CIV; [REDACTED] [REDACTED] USARMY AVNCOE (US); [REDACTED] [REDACTED] CIV; [REDACTED] MAI; [REDACTED] [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CIV USARMY;	Refuel Test	[REDACTED] We are looking to test next Thursday and Friday (21-22 MAY). Our requirement is three aircraft each day, defueled to the reserve (we need to refuel approx. 190 gals). Check with Airbus for defuel procedures because defuel is a maintenance function for this aircraft. We haven't been allowed to defuel like the other aircraft, they use the engine fuel pumps to defuel. The LRC POL Branch will provide the defuel hose adapter and the defuel tank. Need a drop off location for this tank.
Wed, May 13, 2015 1:54 PM	[REDACTED]	[REDACTED]	[REDACTED] CTR (US); [REDACTED] [REDACTED] CIV USARMY PED AVN (US); [REDACTED] [REDACTED] CIV USARMY (US); [REDACTED] [REDACTED] CTR; [REDACTED] CIV [REDACTED] CTR; [REDACTED] [REDACTED] U; [REDACTED] (US) [REDACTED] CTR; [REDACTED] [REDACTED] [REDACTED] CIV; [REDACTED] [REDACTED] [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CPT; [REDACTED] USARMY;	Refuel Test	[REDACTED], Sir do you know the approximate weight of the fuel tank that will be provided by LRC? I am working the tasking at this time.  [REDACTED] UH-72 & MI-17 Equipment Specialist Aviation Center Logistics Command ACLC

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Wed, May 13, 2015 2:01 PM	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] CTR (US); [REDACTED] CIV USARMY PEO AVN (US); [REDACTED] CIV USARMY (US); [REDACTED] [REDACTED] CTR ; [REDACTED] CIV [REDACTED] CTR ;  LTC U [REDACTED] CTR (US); [REDACTED] CTR ; [REDACTED] C; [REDACTED] CW5; [REDACTED] CIV ; [REDACTED] MAJ ; [REDACTED]  CPT; [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CIV USARMY;	Refuel Test	[REDACTED], Can you address this issue and provide the correct data as requested below. VR [REDACTED]
Mon, May 18, 2015 5:06 PM	[REDACTED]	[REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED]	[REDACTED]	Refuel Test 21- 22 MAY	ALL, Another update regarding Refuel Test. 21 MAY (Day 1): Day 1 will be dedicated to fit checks, pressure tests, preparation and a trial run. 3 Aircraft are required for 1330 only on Day 1 and an audience is not expected. 22 MAY (Day 2): Day 2 will proceed as originally planned with 3 aircraft available for the refuel demo at 1000 and 1330, observers welcome. Thank you for your support and flexibility.
Tues, May 19, 2015 5:47 PM	[REDACTED]	[REDACTED] E; [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] [REDACTED]; [REDACTED] ard; [REDACTED] [REDACTED] CW5; [REDACTED] MAJ; [REDACTED] CTR; [REDACTED] [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CPT; [REDACTED] CIV; [REDACTED] [REDACTED]	[REDACTED]	Refuel Test 21- 22 MAY	The time for the Friday 21 May demo/test in the morning has to change to 0900hrs. This change will ensure there is no conflict with refuel for the noon recovery period at [REDACTED] AAF. The refuel demo/test will be located on the southwest side of hangar 30300 on C Ramp. Day 1: 1330 - Fit checks trial run. Day 2: 0900 - Demo/Test Day 2: 1330 - Demo/Test

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, May 19, 2015 6:52 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	[REDACTED], What maintenance support are you requesting Army Fleet Support provide during the testing on 21 & 22 May? Are you only requesting maintenance support to disconnect & reconnect lines and hoses and operate the boost pump?
Wed, May 20, 2015 7:34 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	[REDACTED], Per our meeting yesterday with all about the upcoming test 21-22 May listed below. Believe you stated that there would not be any additional charge for this endeavor unless it moved into to you having to use additional trucks and personnel for 3 or 4 hours? Please review the information provided below and let me know if you have any issues or concerns. Also please confirm that there will not be any additional charges for this test during this period unless as stated in the e-mail. Thanks
Wed, May 20, 2015 8:29 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	[REDACTED], how does this look?  21 MAY (Day 1): Day 1 will be dedicated to fit checks, pressure tests, preparation and a trial run. 3 Aircraft are required for 1330 only on Day 1. One fuel truck with personnel capable of refueling 3 aircraft with approximately 190 gals of fuel each. Other personnel capable of adjusting the GPM/Pressure on the fuel tanker as required for the refuel demo/test. Allow the contractor designated by the PM UH-72 to conduct refuel operations with the PRIMUS equipment.  22 MAY (Day 2): Day 2 will be dedicated to conducting demo/refuel testing as necessary based upon the previous day's results. 3 Aircraft are required for 0900 and 1330 on Day 2. One fuel truck with personnel capable of refueling 3 aircraft with approximately 190 gals of fuel each. Other personnel capable of adjusting the GPM/Pressure on the fuel tanker as required for the demo/test. Allow the contractor designated by the PM UH-72 to conduct refuel operations with the PRIMUS equipment.
Wed, May 20, 2015 8:29 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	FYI
Wed, May 20, 2015 8:29 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	[REDACTED], how does this look?  21 MAY (Day 1): Day 1 will be dedicated to fit checks, pressure tests, preparation and a trial run. 3 Aircraft are required for 1330 only on Day 1. One fuel truck with personnel capable of refueling 3 aircraft with approximately 190 gals of fuel each. Other personnel capable of adjusting the GPM/Pressure on the fuel tanker as required for the refuel demo/test. Allow the contractor designated by the PM UH-72 to conduct refuel operations with the PRIMUS equipment.  22 MAY (Day 2): Day 2 will be dedicated to conducting demo/refuel testing as necessary based upon the previous day's results. 3 Aircraft are required for 0900 and 1330 on Day 2. One fuel truck with personnel capable of refueling 3 aircraft with approximately 190 gals of fuel each. Other personnel capable of adjusting the GPM/Pressure on the fuel tanker as required for the demo/test. Allow the contractor designated by the PM UH-72 to conduct refuel operations with the PRIMUS equipment.
Wed, May 20, 2015 8:31 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	2nd attempt. First time came back undeliverable.
Wed, May 20, 2015 9:28 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Test 21-22 MAY	Below states "Allow the contractor designated by the PM UH-72 to conduct refuel operations with the PRIMUS equipment." The way this reads they will be performing the whole operation of the truck. It was my understanding we would hand them the nozzle?  [REDACTED] Project Manager Primus Solutions, Inc.
Wed, May 20, 2015 10:17 AM	[REDACTED]	[REDACTED]	[REDACTED] CIV: [REDACTED] [REDACTED] CIV	Refuel Test 21-22 MAY	[REDACTED], I just spoke with [REDACTED] and he stated that the contractor will only operate the fuel nozzle in fueling the aircraft! They will not touch any other equipment or make changes to your equipment. You will have your personnel that you need on site to do whatever requirements are needed with the test: i.e. Maint /Safety, Truck Driver and Refuel operations. I am working with the KO on this matter so we will be in touch with you soonest. VR [REDACTED]



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, Jun 02, 2015 2:14 PM	[REDACTED]	[REDACTED]	[REDACTED]@primusfort rucker.com; [REDACTED] CTR (US); [REDACTED];	Updated LUH-72 Nozzle Use	[REDACTED] was asking what the status is on the use of the new nozzle we modified for use on the LUH-72 aircraft. Are we going to allow them to use the nozzle that we used for the test a couple of weeks ago on the e the 72 aircraft? Please advise if you can on the direction that we need to proceed on in this matter. Would like to get this added or changed into our next option period which starts in Dec 2015.
Fri, Aug 14, 2015 2:10 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel-Defuel Pre Award documents	[REDACTED], Of course, I just had a few questions regarding the current PWS and trying to get a better understanding of the requirement. Per our last conversation, were you successful in giving me access to Ft Bragg PCF so I can pull the pre award documents?
Fri, Aug 14, 2015 2:44 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel-Defuel Pre Award documents	Hello [REDACTED], Hope all is going well with you. I just wanted to give you a heads up on the PWS [REDACTED], is working on the draft PWS but will need a little more time than 21 August 2015 in order to give you a good start product. [REDACTED], and I will be getting together the first full week in October to clean it up and make sure what they want is in there. With that said, what you receive by the end of this month will only be a draft and we are requesting more time to finish the PWS to standard. Thank you and will be awaiting your response.
Fri, Aug 21, 2015 9:40 AM	[REDACTED]	[REDACTED]	[REDACTED]	Equipment Mods	[REDACTED], Here are the mods associated with the expansion of service for UH0-72 and Goldberg Maint
Thurs, Sept 10, 2015 2:44 PM	[REDACTED]	[REDACTED]	[REDACTED]	Topics to be addressed	[REDACTED], Here are some attachments you might want to look over and let's update them as necessary.
Mon, Sept 14, 2015 4:28 PM	[REDACTED]	[REDACTED]	[REDACTED]@primusfort rucker.com; [REDACTED]@primusfort rucker.com; [REDACTED] CIV; [REDACTED] CIV	UH72 Flag System	[REDACTED], At the various times we have performed the nozzle testing for the UH72 aircraft it was questioned on what would be the indicator of the UH72 needing fuel i.e. flag, placard, etc. There had not been a decision made to this process other than they would call when the UH72 needed fuel. It has been brought to my attention AFS is maintaining part of the UH72 fleet and has implemented a flag system for the UH72 aircraft. If [REDACTED]. This has not been provided through your office as correct procedure. Please advise.
Tues, Sept 15, 2015 9:36 AM	[REDACTED]	[REDACTED]	[REDACTED]	UH72 Flag System	[REDACTED], Are you tracking this action believe we need to sit down and discuss with all parties?
Tues, Sept 22, 2015 9:37 AM	[REDACTED]	[REDACTED]	[REDACTED]	Way Ahead on Refuel Contract	[REDACTED], Spoke with [REDACTED] this am and I don't believe that they want to purchase the trucks from us! Go figure that one out. They are willing to un-title the trucks but would like to be paid back the amount that they spent on titling them 40-60K. Believe we should move forward and get this action done now so we can get the trucks on the contract as GFE for the new option year in 17 Dec 2015. I have called the PA at Ft Benning several times and no reply to date. Clearly we can and should proceed in this direction as the best interest in the government and Tax payer dollars. Please let me know if you want to proceed I will get the NSN and Lin for the 5,000 Gal trucks we have and the 1/2 Ton truck also. This must get done as I have to update the PWS and also get it sent to MICC in VA.
Thursday, September 24, 2015 10:47 AM	[REDACTED]	[REDACTED]	[REDACTED]	RA & Fuel Truck Discussion	

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Thurs, Sept 24, 2015 11:28 AM	[REDACTED]	[REDACTED]	[REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED]	Refuel Contract Dilemma	<p>[REDACTED], Our team [listed on CC line] believe that we've come up with an equitable solution for the Refuel Contract dilemma [6 fuel trucks &amp; 1 pick-up truck] purchased with government funds.</p> <p>PRIMUS has agreed [through COR] to return the trucks to Government IOT be provided back to them as GFE; however, they would like reimbursement for tag/title expenses (~\$40k) as well as any de-title charges.</p> <p>PRIMUS has also stated that they need ~50 of the government provided CCR nozzles. The contract states that they will provide their own nozzles. The cost to purchase one [1] new CCR nozzle is [REDACTED].</p> <p>The refuel trucks are brand new and have not be used at all, but will VERY soon be put into service for the LUH-72 integration.</p> <p>The nozzles are not new, but are serviceable. They are government owned and are maintained on a OA 2062 Hand Receipt. We believe that allowing PRIMUS to keep ~50 nozzles through the remainder of their contract would be an equitable exchange for any cost associated with tag/title expenses. We understand that you are wrapped-up with EOY closeout, but would greatly appreciate your review of this recommendation. If you agree with our recommendation, will you endorse this COA so that we may pursue a legal review? The COR [REDACTED] is standing by awaiting your guidance of execution. Thank you so much for your attention in this matter.</p>
Thurs, Sept 24, 2015 1:13 PM	[REDACTED]	[REDACTED]	CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED]	Refuel Contract Dilemma	This sounds like a good deal and I would endorse it however, I still have issues about whether this can be done. I need my 1103 Property Administrator to comment on the feasibility of this plan. [REDACTED]? If she says it is possible to do this to get the trucks on the books as GFE, then I will endorse this plan with no reservations.
Thurs, Sept 24, 2015 2:28 PM	[REDACTED]	[REDACTED]	CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED] CIV: [REDACTED]	Refuel Contract Dilemma	<p>Afternoon all. I have a few things I would like to understand better about this situation.</p> <ol style="list-style-type: none"> <li>1. Under what method was the property (Fuel Trucks) issued to the contractor so that he would "assume" the property belonged to him?</li> <li>2. Who are the vehicles titled to? If the vehicles are Gov't Property, how did the contractor legally register these vehicles into his company's name?</li> <li>3. When the contractor spent over 40K on registration, tag and title, did the costs for such get reimbursed to him by invoicing the contract?</li> <li>4. Since PRIMUS is required to provide their own nozzles and instead wants to use 50 of the Gov'ts nozzles at a cost of approx. \$2.8K each; isn't that a sufficient amount of consideration instead of reimbursing the 40k from the tag expenses?</li> <li>5. Does the contract have the 52.245-1 &amp; -9 clauses? (I didn't see the clauses when I looked over the contract)</li> </ol>
Tues, Sept 29, 2015 12:17 PM	[REDACTED]	[REDACTED]		Refuel-Defuel Pre Award documents	Do you mean Procurement Analyst working this requirement?
Tues, Sept 29, 2015 12:39 PM	[REDACTED]	[REDACTED]		Refuel-Defuel Pre Award documents	Property Administration
Tues, Sept 29, 2015 12:46 PM	[REDACTED]	[REDACTED]		Refuel-Defuel Pre Award documents	[REDACTED]. Do you have a PA on your staff at the MICC there? Really need to talk with someone about our problem we have here. VR [REDACTED]



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, Sept 29, 2015 1:24 PM				Refuel Contract Dilemma	<p>Afternoon [REDACTED], I am not able to review all the mods and clauses in your RE- fuel contract so I can't say specifics but below are some of my thoughts. As I understand it the Gov't provided funds on a mod to purchase the fuel trucks as well as a pickup truck. The items the KTR purchased on behalf of the Gov't are considered CAP (Contractor Acquired Property) upon receipt of the equipment. The contractor is required to turn all certificates of origin or titles over to the PA or KO. The property is titled to the Gov't, it is kept in stewardship by the KTR and reported as CAP by the KTR until the contract is closed or until the KO removes the property from the contract by mod.</p> <p>Who in the Gov't told the KTR to tag and title the vehicles? Unless the contractor was given specific guidance to do so (in writing by the KO or some other authorized Gov't employee) I do not see how it is the Gov't's responsibility to reimburse him for any costs involved with the costs involved to tag or title the equipment. The equipment was paid for by the Gov't and the contract was the purchase vehicle.</p> <p>As I understand it, the KTR has marked the vehicles with their company information. According to AR 58-1 this is not authorized. The only marking allowed is safety placards and Gov't vehicle markings. As always, it is the KO's decision as to how any of this goes forward. I have cc'd [REDACTED], the ACC Huntsville PA SME.</p>
Tues, Sept 29, 2015 1:42 PM				Refuel Contract Dilemma	Thanks [REDACTED]. I will have to pass this to [REDACTED] to resolve in Oct
Tues, Sept 29, 2015 2:01 PM		J CIV USARMY ACC MICC	CIV USARMY ACC (US); CIV USARMY ACC MICC; CIV USARMY (US)	Refuel Contract Dilemma	[REDACTED], I concur with [REDACTED] comments below and believe that we should move forward on getting the 6 5,000 Gal Trucks along with 1 1/2 Truck back into the government system as CAP. These assets will be registered and tagged by the government and all maintenance will be done by our government folks. The drivers will of these 7 assets will be required to get military license's to be able to drive them. Which should not present any problems as they are required to have CDL for their trucks. With our next option year coming up in Dec we need to get this action resolved soonest so we don't lose our 1 year warranty with these new trucks, they have been sitting now for about 3 months. With your concurrence I would like to proceed with the course of action listed below as waiting until Oct is only going to set us back as we will have to go back over all the data again with [REDACTED] to get him up to speed on this action. Please let me know if you have any concerns with my logic or approach on this matter.
Tues, Sept 29, 2015 3:30 PM				Refuel Contract Dilemma	[REDACTED] Spoke with ACC Huntsville about our situation here and they agree that we need to get the trucks back under government control. He is going to speak with Mrs. Clark about this situation so we can move forward. VR [REDACTED]
Tues, Sept 29, 2015 3:27 PM				Refuel Contract Dilemma	Sir, Per our phone conversation this afternoon here is the string of e-mail traffic we spoke about. Really appreciate your assistance and quick response to this very important endeavor. Please let me know if you need anything further from me on this end reference this action. VR [REDACTED]
Oct-15 Oct-15	Dec 15				COR - [REDACTED] deploys to Afghanistan [REDACTED] went back to Benning - replaced by [REDACTED]
Fri, Oct 02, 2015 12:12 PM				Equipment Mods Purchases	Sir, Here is the Mods you ask me to send to you reference the 6 Fuel Trucks and the 1 Pickup truck that the government paid for. But the equipment is currently title and Tag in the contractor name. Believe we need to resolve this issue soonest as the longer this action is hanging out there the more confusion we are going to have. Believe that this property should be considered (CAP) and the government retains ownership but contractor uses until end of contract or when KO ask for the property to be returned. I am also attaching our current PWS that is not well written and I am trying to rewrite it now so we will have a good document to use for the rest of the contract period. Our new contract will start in Dec 2018 if all goes well. Please let me know if you need anything further from me here. VR [REDACTED]
Fri, Oct 02, 2015 2:18 PM		CIV; LTC	CIV; CIV	Equipment Mods Purchases	[REDACTED], I have added [REDACTED] to the email string. [REDACTED] will be the KO handling this issue as per [REDACTED]. Thanks [REDACTED]
Fri, Oct 02, 2015 2:34 PM				Equipment Mods Purchases	Amy, The COR [REDACTED], contacted me regarding issues with the refuel contract today. The issue has to do with fuel trucks that were purchased by the government and whether or not the contractor owns them or if they are GFE. The PWS which is attached, clearly addresses this scenario however the COR has no authority to direct the contractor. Perhaps you can assist [REDACTED], in resolving this matter since we do not have a KO assigned. Thanks [REDACTED] Quality Assurance Specialist
Mon, Oct 05, 2015 10:40 AM		CIV; CIV; CIV; CIV	LTC; CIV; CIV; CIV	Equipment Mods Purchases	Team, I am trying to put together a point paper on the issue of the Six Tanker Trucks that government purchased [REDACTED]. Clearly these assets were purchased before my arrival here to Ft Rucker AL. Upon finding out about the purchases of these assets for our contractor (Primus) as the COR I thought it was very strange as we are on a Firm Fixed Price Contract (FFP). I have attached some historical documents above MODS, PWS and Etc. Any other e-mail or traffic related to this subject would be greatly appreciated for me add to the point paper for our new MICC Director/KO. The other issue with the 1/2 Ton Pickup Truck which we purchase as well also needs to be included in this point paper if possible. VR [REDACTED]
Mon, Oct 05, 2015 10:44 AM		??		Equipment Mods Purchases	[REDACTED] Please remove me from distribution I am not the branch chief for the Refuel contract anymore. The individuals on the to line are your POC's. [REDACTED], Futures and Operations Branch, Program Budget Division, USAACE, G8



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Mon, Oct 05, 2015 10:50 AM	[REDACTED]	[REDACTED]		Equipment Mods Purchases	[REDACTED] Could you help out here as I am trying to gather all info regrading this issue at hand? Don't believe that the folks [REDACTED] mention in below e-mail will know anything about this issue we're trying to put together! I just need whatever e-mail traffic she has reference the purchase of these items so I can include into my white paper. Your thoughts? VR
Wed, Oct 07, 2015 8:35 AM	[REDACTED]	[REDACTED]	[REDACTED]; [REDACTED]	Way Ahead concerning Refuel Trucks and Pick-up Trucks	[REDACTED] ask to set up meeting with you about the way ahead on the truck issue, as you know this issue is being looked at ACC Huntsville/Rock Island. Also our new MICC Director is also tracking this issue as well. Clearly believe that we can work this issue out between us and you, and get these assets back as GFE and issue to you as CAP. This is the correct way it should have been done so we are just correcting and getting it straighten out. Please let me know what time you might be able to meet at [REDACTED] office today please. Would like to do sometime this afternoon if possible?
Wed, Oct 07, 2015 9:51 AM	[REDACTED]	[REDACTED]	[REDACTED]; [REDACTED]	Way Ahead concerning Refuel Trucks and Pick-up Trucks	[REDACTED], Per our conversation today understand that today at 14:00 pm would be best for all concerned for meeting. Meeting will be at [REDACTED] office, see you there.
Thurs, Oct 08, 2015 1:48 PM	[REDACTED]	[REDACTED]	[REDACTED]; [REDACTED]	GFE Property Issues Refuel Contract	[REDACTED], Could you please give my boss [REDACTED] a call who is the Supply Services Chief here at Ft Rucker. I have been keeping her in the loop while this ordeal has been developing over the last couple of months. I have briefed her on the guidance you provided to me about trying to put together a timeline of events for our new MICC Director/KO [REDACTED] I am trying to comply with those directions and trying to gather all the info I can about this issue but it goes back quite a ways. And we have had several KO's and COR's during these actions. Thanks for your support on this endeavor and guidance you have provided to me. [REDACTED] number is 334-255-9240
Fri, Oct 09, 2015 9:06 AM	[REDACTED]	[REDACTED]	[REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CTR; [REDACTED]; CTR; [REDACTED]; CIV	Refuel Trucks Documentation	[REDACTED] Here is some e-mail traffic reference the fielding of the LUH-72 A/C. This e-mail clearly gives some very interesting requirements and seems to be the driving force for the purchase of the 6 Ea. Refuel Trucks that we have now. We received this assets in Mar 2015 and have not used them to date, we do have a warranty issue here as well that we should be concerned about also. One of the trucks is not working like it should so we will have to have the manufacture fix it.
Thurs, Oct 15, 2015 6:49 PM	[REDACTED]	[REDACTED]	[REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CTR; [REDACTED]; CTR; [REDACTED]; CIV	Refuel Nozzle	[REDACTED], Can you provide an update as to the refuel nozzle efforts? Have any tests been completed? Are there working prototypes? Any way the PM can assist? Do you have an updated Power point on the effort?
Fri, Oct 16, 2015 4:59 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Nozzle	See below.
Mon, Oct 19, 2015 7:51 AM	[REDACTED]	[REDACTED]	[REDACTED]; CIV; [REDACTED]; CIV; [REDACTED]; CIV	Refuel Nozzle	Sir, Yes we are in the testing mode now we have done several test to date on the nozzle tip and we are still at [REDACTED] while refueling the aircraft. We are still testing the nozzle this week and next week and then we will make any corrections we feel would be required to speed up the fuel requirement. One important part of this test will be what is the total requirement of fuel we are going to need to input into the aircraft?  If we only have to input say 150 gal of fuel that will be a plus for us for sure. As most of the person's At the testing's we have had so far the 20 gals of fuel trying to be put into the aircraft is our charging part.
Tues, Oct 20, 2015 9:51 AM	[REDACTED]	[REDACTED]	[REDACTED]	Paperwork Concerning Trucks	[REDACTED], I have ask [REDACTED] to provide me documentation on 6 ea. Trucks that were purchased several times now and she has refused to provide that documentation as requested. She has stated to me that there is still money owed to Primus as they didn't receive all the funding to purchase this items. I will not ask her anymore to provide this data as she has stated that the KO needs to request this info or has the information that I am requesting from her. Clearly she doesn't want to work me in trying to resolve this issue as we just keep talking about and never resolving the issue at hand. Bottom line is the trucks need to be returned to the government at once and re-issued as CAP to them to use for the remaining time on the contract. Please advise on the way ahead on this matter. Also I would strongly suggest that we try to avoid going down the same paths that we have in the past on this contract, as clearly we have made some mistakes that we should have corrected.
Tues, Oct 27, 2015 1:00 PM	Meeting to discuss Refuel-Defuel contract Type [FFF versus Cost Plus] for 2018-2023. All, this is a meeting request to determine the Refuel/Defuel Contract Type [Firm Fixed Fee versus Cost Plus] for period 2018-2023. We are going into the 3rd OY on 17Dec15 and need this determination IOT draft the PWS which is already late as [REDACTED] wanted it submitted AIT 31 May 2015 due to long lead time for contract award and to avoid bridging. Also, due to the cost of this contract it has been determined that it will go to Ft. Eustis for solicitation. This critical determination of contract type has fallen way behind due to lack of KO and changing of COR. If this time is not convenient, please advise so that we can reschedule.  Attendees: [REDACTED] (MICC Director); [REDACTED] (GB Director); [REDACTED] (G1/G4); [REDACTED] (MICC Contract Specialist); [REDACTED] (Dep G4); [REDACTED] (COR); [REDACTED] (POL Branch Chief); [REDACTED] (Budget Analyst); [REDACTED] (Budget Analyst); [REDACTED] (GB Budget Officer); [REDACTED] (Chief SSD - IRL). ... did we leave anyone out? Left sign in poster on conference table.				



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tues, Oct 27, 2015 7:00 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Trucks Documentation	[REDACTED], Thank you so much for meeting with all of us today. I felt that this meeting was very production and am looking forward to the way ahead.
Tues, Oct 27, 2015 8:47 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Trucks Documentation	Hi [REDACTED], Because I'm still unfamiliar with the key players, its difficult to decipher the details and the facts. Can someone re-package this into an information paper that illustrates the chronological events as they relate to the this situation to include the challenges on the re-compete and exercising of the option? This really should have been the due-out from yesterdays' engagement.
Tues, Oct 27, 2015 8:52 PM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Trucks Documentation	Completely understand. Our team will start re-package process in the morning. We should have complete [hopefully] before COB.
Thurs, Oct 29, 2015 8:09 AM	[REDACTED]	[REDACTED]	[REDACTED]	Refuel Trucks Documentation	Good Morning [REDACTED], Our team started the re-package process with an extensive email/data gathering. We needed more data than we already had to establish a clear picture in a chronological summary of the sequence of events. The data gathering is complete, but we have not finished summarizing the data. Hopefully we will have to you today, but not later than tomorrow. Thank you for your patience. v/r, [REDACTED]
Tuesday, December 01, 2015 8:22 AM	[REDACTED]	[REDACTED]	[REDACTED]	Fuel Truck Situation	[REDACTED], Sir just wanted to check and see if there has been any conclusion made on the Fuel Trucks to date? I understand that you met with Primus Inc, A week ago so I haven't heard anything from that meeting on this subject. Also I wanted to remind everyone that our first LUH-72 class will be starting very soon and we wanted to use the 5k Tankers for the test to see what type of results we get using them and our new nozzle tip that we also developed. Please let me know if you need anything further from me on this matter. VR [REDACTED]
Tuesday, December 01, 2015 10:03 PM	[REDACTED]	[REDACTED]	[REDACTED]	Fuel Truck Situation	[REDACTED], I understand the urgency. Because I'm at a conference this week, we won't be able to discuss until next week. ...talk then. Thanks
Dec-15					[REDACTED] left and handed off to [REDACTED]
Tuesday, January 26, 2016 9:04 AM	[REDACTED]	[REDACTED] [New MICC Director]	[REDACTED]	New Refuel Trucks Status	[REDACTED], Based on our last meeting we had you informed us that you were going to finish up the process to get the 6 ea. New Refuel Trucks back into the government hands for [REDACTED]. Our IPBO [REDACTED] is back at work now and is awaiting any guidance or direction you may have for us on moving forward on this endeavor. Also I am available to assist anyway I can on the matter as well. VR [REDACTED]
Tuesday, January 26, 2016 9:10 AM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	Thank you [REDACTED]. In addition, in order to begin this transfer of assets to a GFE listing, I will need PA orders and a TE which lists all equipment that will need to be on the GFE Asset Listing. This should include the trucks as well as all the equipment currently on the POL hand receipt. [REDACTED]
Wednesday, January 27, 2016 6:19 PM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	All, [REDACTED] is preparing a DRAFT modification to correct the issue of the six (6) fuel trucks. The PWS, List of GFP/GFM/GFE and contract terms and conditions will be changed to reflect this action and incorporate the appropriate GFP clauses. Additionally, monies from depreciation and tax, tags, and registration will be accounted for. The DRAFT will be sent to [REDACTED] for review to see if there is anything she wishes to add from a Property Book perspective. There will not be a Release of Claims issued with this modification, so that if after Gov't inspection we need to off-set the contractor for maintenance we can do so. After wish a release of claim will be issued. I hope this satisfies everyone's interests and corrects the issue going forward. Thank you, [REDACTED]
Thursday, January 28, 2016 7:40 AM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	Thank you very much Sir. We do not have PA orders for anyone and it was my understanding a nomination was already sent. Once I have the information you mentioned in your email and the PA orders (or amendment to the COR orders to reflect PA duties) then I can proceed. Please advise. Thank you.

DTG	FROM	TO	CC	SUBJECT	MESSAGE
Wednesday, February 03, 2016 12:26 PM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	<p>[REDACTED], The PA Appointment for [REDACTED] is attached. Not positive that these are still good, but paragraph 4 states that "This appointment shall remain in effect through the life of the contract unless sooner revoked in writing by an appointing official...." Please advise either way.</p> <p>Also, would greatly appreciate status and/or guidance on the issues listed below which have been in discussion for months.</p> <ul style="list-style-type: none"> <li>[1] 6 Fuel trucks</li> <li>[2] 1 Pick-up truck</li> <li>[3] 97 CCR Nozzles</li> <li>[4] \$28k Goldberg repair parts</li> <li>[5] All changes that need to be made to current contract</li> <li>[6] PWS revision</li> <li>[7] New contract - decision whether new contract should be Cost Plus for Firm Fixed</li> <li>[8] Fixed Fuel Initiative</li> </ul> <p>Sir, I realize that the baton was passed to you very recently, but we desperately need your support in resolving these issues as we are running out of time. I look forward to hearing from you. v/r, [REDACTED]</p>
Thursday, February 11, 2016 1:11 PM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	<p>All, I've done some further research on the subject. MOD 00036 and the \$1.1M obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.</p> <p>I hope crosses both items 1 and 2 (?) off this list. Please engage [REDACTED] (your Contract Administrator) on the other items via a formal modification request, expressing what exactly the issues are and/or what your asking relief from and we will make every effort to help. Thanks for all you do. [REDACTED]</p>
Thursday, February 11, 2016 3:19 PM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	<p>[REDACTED] Thank you for your response. I need to brief our new Director, [REDACTED] as he is unaware of this situation and will advise. v/r, [REDACTED]</p>
Friday, February 12, 2016 8:57 PM	[REDACTED]	[REDACTED]	[REDACTED]	New Refuel Trucks Status	<p>[REDACTED], The guidance received from our Director, [REDACTED] was to acquire your decision in memorandum format. Attached is a draft memo provided for your use if you desire. I look forward to hearing from you so that we may close the loop on this situation. v/r, [REDACTED]</p> <p>Draft Memo: Subject - Asset Disposition Determination - Contract Number W9124712C0023</p> <p>1. The objective of this memorandum is to advise all concerned parties that after careful consideration of the correct and lawful disposition of the [6] six refuel trucks, my final decision is the trucks should be considered contractor-owned.</p> <p>2. This determination was made based on a re-review of MOD 00036 as the \$1.1M obligated expanded the refuel/defuel services of the subject contract for the integration of the [REDACTED]. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.</p> <p>[REDACTED], Director</p> <p>Note: No further correspondence between [REDACTED] &amp; [REDACTED]</p>



DTG	FROM	TO	CC	SUBJECT	MESSAGE
Tuesday, May 17, 2016 3:57 PM	[REDACTED]	[REDACTED]	[REDACTED]; [REDACTED]; [REDACTED]	Refuel/Defuel Contract Issues	Team, Please delete first e-mail on this subject it was sent by error. [REDACTED]. After our meeting today I went and briefed my Director ([REDACTED]) on the issues that were discussed between us in [REDACTED]'s office. The bottom line is we need you bring these issue's up to [REDACTED] so they may be addressed at next week meeting that Directors have with him. The real questions are what is written in the PWS, and every little detail does not need to be spelled out on a firm fixed price contract. But having said that I believe that most of the requirements are written out so we all understand what the requirements are that need to be completed, and you don't need to do a MOD for every little requirement on a contract either. We need to have someone that is willing to make some type of decisions on this contract as that is part of the problem with this contract now. We have let this requirement go in the easy direction possible for all concerned. There are several issues at hand here defueling the Bowser/Prover is just one of the many issues at hand and just adding this to the GFE asset listing as GFE property will not fix the problem. The next problem will be its not a approved defueling container there is no approved methods or TM's for this equipment so on and so on, we just keep going down the rabbit hole. There is a lot of equipment out there that is not on the GFE listing that the contractor is using every day and it's no problem for them to use it. I will work with IPBO to try to get the GFE Asset listing corrected as soon as possible. I would still suggest that we get a legal review from SIA lawyer on this matter. VR [REDACTED]
Sent: Tuesday, May 17, 2016 5:35 PM	[REDACTED]	[REDACTED]; [REDACTED]	[REDACTED]; [REDACTED]; [REDACTED]	Refuel/Defuel Contract Issues	[REDACTED], Good evening. Where are the CDR's for the subject issues that you have with the contractor's deficiencies / non-performance? Please let me see those so we can assess what needs to be done. Thank you. [REDACTED]
Monday, May 23, 2016 1:41 PM	[REDACTED]	[REDACTED]; [REDACTED]	[REDACTED]; [REDACTED]; [REDACTED]	Refuel/Defuel Contract Issues	[REDACTED], Thanks for your quick response to this e-mail. The real issues here at hand is the current PWS is not understood by the Contractor or the Government. I have been asking for a meeting with the KO's and legal folks to finalize this for over a year now. When the KO is not for sure that we need to direct the Contractor to do something how can I write a CAR? We all need to get on one way ahead on this matter and then we have a milestone to follow and directions to adhere to. I don't mind writing CAR's everyday if I need to but I want to know that the KO has my back and I am doing the right approach to get what needs to be done. Thanks so much for your time in this matter. VR [REDACTED]
Monday, June 06, 2016 3:06 PM	[REDACTED]	[REDACTED]; [REDACTED]	[REDACTED]; [REDACTED]; [REDACTED]	ASC Office Visit with MICC	[REDACTED], ASC ILD team will here late this afternoon and wanted to schedule an appointment with you at 10:00 am Tuesday morning. Please confirm if this time is good for you? VR [REDACTED]





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				II. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   6</b>				
<b>2. AMENDMENT/MODIFICATION NO</b> <b>P00034</b>	<b>3. EFFECTIVE DATE</b> <b>18-Sep-2014</b>	<b>4. REQUISITION/PURCHASE REQ. NO</b> SEE SCHEDULE	<b>5. PROJECT NO (if applicable)</b>						
<b>6. ISSUED BY</b> MIDC FORT RUCKER BUILDING 500 ROOM 300 NOVOSEL STREET FORT RUCKER AL 36362-5000	<b>CODE</b> <b>W9124G</b>	<b>7. ADMINISTERED BY (if other than item 6)</b> MIDC FORT RUCKER BUILDING 500 NOVOSEL ST [REDACTED] CIVILIAN MIL FORT RUCKER AL 36362-5000							
<b>8. NAME AND ADDRESS OF CONTRACT OR (No., Street, County, State and Zip Code)</b> PRIMUS SOLUTIONS, INC [REDACTED] 200 MURRAY MEADOWS DR STE 100 BELTSVILLE MD 20705				<b>9A. AMENDMENT OF SOLICITATION NO.</b>					
				<b>9B. DATED (SEE ITEM 11)</b>					
				<input checked="" type="checkbox"/> <b>10A. MOD. OF CONTRACT /ORDER NO</b> <b>W91247-12-C-0023</b>					
<b>CODE</b> 3GQG0 <b>FACILITY CODE</b> 3GQG0				<input checked="" type="checkbox"/> <b>10B. DATED (SEE ITEM 13)</b> <b>16-May-2012</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified									
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>									
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>									
<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE</b> <b>CONTRACT ORDER NO. IN ITEM 10A.</b>									
<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying</b> <b>office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).</b>									
<input checked="" type="checkbox"/> <b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b> <b>FAR 52.232-18, Availability of Funds</b>									
<b>D. OTHER (Specify type of modification and authority)</b>									
<b>E. IMPORTANT: Contractor</b> <input type="checkbox"/> <b>is not,</b> <input checked="" type="checkbox"/> <b>is required to sign this document and return</b> <u>1</u> <b>copies to the issuing office.</b>									
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter</b> <b>where feasible.)</b> <b>Modification Control Number:</b> robins14620 <b>Block 14: Description</b> <b>REASON: TO ADD FUNDING FOR INSTALLATION OF APOSD AND GOLDBERG MAINTENANCE</b>  <b>a. Block 12 is continued on the following Summary of Changes, Accounting and Appropriation Data (pg 2): INCREASE [REDACTED]</b>  <div style="text-align: right;"><b>CONTINUED ON PAGES 2 THROUGH 6</b></div>									
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.</small> <table style="width:100%;"> <tr> <td style="width: 50%; padding: 5px;"><b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> [REDACTED] <b>Project Manager</b></td> <td style="width: 50%; padding: 5px;"><b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> [REDACTED] <b>Contracting Officer</b></td> </tr> <tr> <td style="padding: 5px;"><b>15C. DATE SIGNED</b> [REDACTED]</td> <td style="padding: 5px;"><b>16C. DATE SIGNED</b> [REDACTED]</td> </tr> </table>						<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> [REDACTED] <b>Project Manager</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> [REDACTED] <b>Contracting Officer</b>	<b>15C. DATE SIGNED</b> [REDACTED]	<b>16C. DATE SIGNED</b> [REDACTED]
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> [REDACTED] <b>Project Manager</b>	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> [REDACTED] <b>Contracting Officer</b>								
<b>15C. DATE SIGNED</b> [REDACTED]	<b>16C. DATE SIGNED</b> [REDACTED]								

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-1015-04

STANDARD FORM 30 (Rev 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

APOSD & GOLDBERG

b. This modification is issued to obligate funding to the following CLINs:

CLIN 1010 – For the installation of the APOSD system and +100 upgrades in the amount of [REDACTED]; and

CLIN 1011 – For Goldberg Maintenance; to provide a Ground Maintenance Laborer; and to provide a base work truck in the amount of [REDACTED]. The following is a breakdown for this CLIN.

Upfront Cost [REDACTED]

(Monthly Services [REDACTED])

Option Year I	Amount	Amount
15 - 30 September	[REDACTED]	[REDACTED]
1 - 31 October	[REDACTED]	[REDACTED]
1 - 30 November	[REDACTED]	[REDACTED]
1 - 16 December	[REDACTED]	[REDACTED]
	Total	[REDACTED]

Upfront Cost ([REDACTED]) plus Option Year I ([REDACTED])

GRAND TOTAL [REDACTED]

CLIN 4005 – The amount of [REDACTED] is added to the value of Option Year IV for maintenance of additional equipment.

d. As a result of the above, the total amount funded increased by [REDACTED] from [REDACTED] to [REDACTED]

e. All other terms and conditions remain the same.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SUPPLIES OR SERVICES AND PRICES

## CLIN 2002

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

## CLIN 3002

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

## CLIN 4002

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 1010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010		1	Job	[REDACTED]	[REDACTED]
EXERCISED	APOSD				
OPTION	FFP				
	APOSD				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010340442-0025				

NET AMT

ACRN AB  
CIN: GFEBS001034044200020

CLIN 1011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011		1	Job		
EXERCISED OPTION	Goldberg Maintenance FFP Goldberg Maintenance FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0025				

NET AMT

ACRN AB  
CIN: GFEB001034044200021

CLIN 4005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		1	Job		
OPTION	Additional Equipment for APOSD FFP Option Year IV - Additional Equipment for APOSD FOB: Destination				

NET AMT

#### ACCOUNTING AND APPROPRIATION

##### Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED].

##### CLIN 1010:

Funding on CLIN 1010 is initiated as follows:

ACRN: AB

CIN: GFEB001034044200020

Accounting Data: 02120142014202000000332322257      \$0018821.1.15      6100.9000021001

Increase: [REDACTED]



Total: [REDACTED]

Cost Code: A57VV

**CLIN 1011:**

Funding on CLIN 1011 is initiated as follows:

ACRN: AB

CTN: GFEBS001034044200021

Accing Data: 0212014201420200000332322257      S.0018821.1.15      6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

**DELIVERIES AND PERFORMANCE**

The following Delivery Schedule item has been added to CLIN 1010:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-SEP-2014 TO 16-DEC-2014	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 1011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-SEP-2014 TO 16-DEC-2014	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 4005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-DEC-2016 TO 16-DEC-2017	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 1010:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 1011:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 4005:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY  
Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   3</b>
2. AMENDMENT/MODIFICATION NO. <b>P00036</b>	3. EFFECTIVE DATE <b>28-Sep-2014</b>	4. REQUISITION/PURCHASE REQ. NO. <b>SEE SCHEDULE</b>	5. PROJECT NO. (If applicable)		
6. ISSUED BY <b>MICC FORT RUCKER BUILDING 5700 ROOM 380 NOVOSEL STREET FORT RUCKER AL 36362-5000</b>	CODE <b>W9124G</b>	7. ADMINISTERED BY (If other than item 6) <b>MICC FORT RUCKER BUILDING 5700 NOVOSEL ST [REDACTED] .CIV@MAIL.MIL FORT RUCKER AL 36362-5000</b>		CODE <b>W9124G</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>PRIMUS SOLUTIONS, INC. [REDACTED] 7000 MURKIN MEADOWS DR STE 100 BELTSVILLE MD 20705</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>W91247-12-C-0023</b>	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>16-May-2012</b>	
CODE <b>3GQGO</b>		FACILITY CODE <b>3GQGO</b>			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.232-18, Availability of Funds</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>robins014661</b> <b>REASON: TO ADD CLIN 1012 AND OBLIGATE FUNDING FOR THE EXPANSION OF SERVICES</b>  a. Block 12 is continued on the following Summary of Changes, Accounting and Appropriation Data (pg 2): <b>INCREASE [REDACTED]</b>  b. This modification is issued to add CLIN 1012 and obligate funding for the expansion of Services for the integration of UH-72's into the Fort Rucker Flight Training Operations.  d. As a result of the above, the total amount funded increased by [REDACTED] from [REDACTED] to [REDACTED]  e. All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] / CONTRACT SPECIALIST TEL: 334-255-2013 EMAIL: [REDACTED] .CIV@MAIL.MIL		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. [REDACTED] BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED <b>28-Sep-2014</b>		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 3  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SUPPLIES OR SERVICES AND PRICES

Global Changes

CLIN 0001 – CLIN 4005

The IDC type has changed from N/A to Requirements.

CLIN 1012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1012 EXERCISED OPTION	Expansion Services FFP Expansion Services due to the integration of the UH-72s FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

ESTIMATED  
NET AMT

ACRN AB  
CIN: GFEB001034044200023

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED]  
from [REDACTED] to [REDACTED].

CLIN 1012:

Funding on CLIN 1012 is initiated as follows:

ACRN: AB

CIN: GFEB001034044200023



Acctng Data: 0212014201420200000332322257 S.0018821.1.15 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

#### DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1012:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 28-SEP-2014 TO 16-DEC-2014	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ


#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1012:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

(End of Summary of Changes)



<b>Purchase Request</b>	<b>Description</b> W31BMZ The purpose of this MOD is to buy Refuel Trucks.		<b>Purchase Request Number</b> 0010340442-0029													
	<b>Requisition Date</b> 30-Apr-2013		<b>DPAS Priority Rating</b>	<b>Priority</b> 15												
<b>Requesting Office</b> WDU9 AVIATION COE WDU9 AVIATION COE CIPBO BLDG 1215 18TH ST FT RUCKER AL 36362-5114  Tel: 334-255-9682 Fax:		<b>Type of Action</b> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Small Purchase</td> <td><input type="checkbox"/> Grants/Coops Agreement</td> </tr> <tr> <td><input type="checkbox"/> Competed Contract</td> <td><input type="checkbox"/> Sealed Bid</td> </tr> <tr> <td><input type="checkbox"/> Non-competed Contract</td> <td><input type="checkbox"/> FSS/GSA Schedule</td> </tr> <tr> <td><input type="checkbox"/> Manufacturer Sole Source</td> <td><input type="checkbox"/> Commercial</td> </tr> <tr> <td><input type="checkbox"/> Delivery Order</td> <td><input type="checkbox"/> NIB / NISH / FPI</td> </tr> <tr> <td><input type="checkbox"/> Task Order</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> Small Purchase	<input type="checkbox"/> Grants/Coops Agreement	<input type="checkbox"/> Competed Contract	<input type="checkbox"/> Sealed Bid	<input type="checkbox"/> Non-competed Contract	<input type="checkbox"/> FSS/GSA Schedule	<input type="checkbox"/> Manufacturer Sole Source	<input type="checkbox"/> Commercial	<input type="checkbox"/> Delivery Order	<input type="checkbox"/> NIB / NISH / FPI	<input type="checkbox"/> Task Order	
<input checked="" type="checkbox"/> Small Purchase	<input type="checkbox"/> Grants/Coops Agreement															
<input type="checkbox"/> Competed Contract	<input type="checkbox"/> Sealed Bid															
<input type="checkbox"/> Non-competed Contract	<input type="checkbox"/> FSS/GSA Schedule															
<input type="checkbox"/> Manufacturer Sole Source	<input type="checkbox"/> Commercial															
<input type="checkbox"/> Delivery Order	<input type="checkbox"/> NIB / NISH / FPI															
<input type="checkbox"/> Task Order																
<b>Issuing Office</b> MICC FORT RUCKER BUILDING 5700 ROOM 380 NOVOSHEL STREET FORT RUCKER AL 36362-5000  Tel: Fax: 334-255-1231		<b>Ship To</b> Code:  See Line Item Detail for "Ship To" Addresses														
<b>Suggested Supply Source</b>		<b>Comments</b>														
<b>Suggested Vendor(s)</b>																
<table border="1"> <tr> <td><b>Line Item Summary</b></td> <td><b>Total Cost</b></td> <td>\$12,206,922.97</td> </tr> <tr> <td></td> <td><b>Total Funding</b></td> <td>\$12,206,922.97</td> </tr> </table>		<b>Line Item Summary</b>	<b>Total Cost</b>	\$12,206,922.97		<b>Total Funding</b>	\$12,206,922.97	<b>See Attached Page(s) for Line Item Detail</b>								
<b>Line Item Summary</b>	<b>Total Cost</b>	\$12,206,922.97														
	<b>Total Funding</b>	\$12,206,922.97														
<b>Contract Data</b> Suggested Type of Contract  See Line Item Detail for Proposed Individual CLIN Contract Types		<b>Suggested Contracting Officer's Representative(s)</b>  No CORs Defined														
<b>Suggested Contract/Agreement Information</b> Contract/Agreement Number:  <input type="checkbox"/> Delivery Order <input type="checkbox"/> Modification <input type="checkbox"/> Association																
<b>Suggested Preference Program</b> No Preference / Not Listed																
		<b>KO Notes</b> See Attached for KO Notes														

**Contract Data (cont'd)**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
W31BMZ The purpose of this MOD is to buy Refuel Trucks. / 0010340442-0029PAGE  
2 of 49**KO Notes**

The purpose of this MOD is to buy Refuel Trucks. THE NEW COR AND WAWF APPROVER HAS CHANGED TO [REDACTED] POC: 334-255-9060.

[REDACTED] PLEASE CHANGE WAWF INFO ON THE CONTRACT. IT IS IMPERATIVE THAT [REDACTED] [REDACTED]  
THE BUDGET ANALYST AND [REDACTED] RECEIVE A DRAFT COPY OF THE CONTRACT PRIOR TO BEING RELEASED TO PD2.Refuel/Defuel Contract Contract # W91247-12-C-0023 Contracting Officer: [REDACTED] 334-255-9754 Contracting Officer's Representative: [REDACTED]  
(334-255-9514) Budget Analyst [REDACTED] (334-255-9981) WAWF ACCEPTOR [REDACTED] WAWF SHIP TO dodaac:W31BMZ WAWF ACCEPTOR  
DODAAC: W31BMZ Document POC: [REDACTED] 334-255-2084 Pay Office DODAAC: HQ0490**Delivery / Task Order****Additional Data**

Additional Point of Contact (POC) Information

Phone:

Fax:

J/A Number:

Execution Method:

Project Number:

Subtype Codes:

Proposal Due:

Date:

**Property Officer Information**

Phone:

Fax:

**Security Clearance Required**☒ Unclassified☐ Confidential☐ Secret☐ Top Secret



## Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1 wkday svc 17dec13-16dec14 fy14 clin1002 FFP FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029		Job		

NET AMT

CIN: GFEBS001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1 wkday svc 17dec13-16dec14 fy14 clin1002 FFP FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029				

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		
	JANUARY 2014 CLIN 1002, INC PR LINE 1 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE MONTH OF JANUARY 2014 MONTHLY SERVICES IN THE AMOUNT OF . INCREASE PR LINE 1 BY FROM TO . CLIN 1002. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029				

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	JANUARY 2014 CLIN 1002, INC PR LINE 1 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE MONTH OF JANUARY 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Wkend svc 17dec13-16 DEC14 fy14 CLIN1003 FFP EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17-31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Wkend svc 17dec13-16 DEC14 fy14 CLIN1003 FFP EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17-31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	1 FEBRUARY 2014 CLIN 1002, INC PR LINE 1 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE MONTH OF FEBRUARY 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1002. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	1 FEBRUARY 2014 CLIN 1002, INC PR LINE 1 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE MONTH OF FEBRUARY 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] 5. CLIN 1002. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	WKND SVC JAN 14 CLIN1003 INC PR LINE 3 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF JANUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED], CLIN 1003. OPTION YR. EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT [REDACTED] - 31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	WKND SVC JAN 14 CLIN1003 INC PR LINE 3 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF JANUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. OPTION YR. EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17- 31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006

Job

\$0.00

MAR-SEP 14 CLIN1002 INC PR LINE 1  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003  
INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH  
OF JANUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3  
BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. OPTION YR.  
EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR  
WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17-  
31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The  
Contractor shall furnish all personnel, management, facilities, materials, parts,  
supplies, transportation, and equipment, except as provided herein as Government  
furnished, to perform all functions for aircraft refuel/defuel for the United States  
Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant  
activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to  
16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0029

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Job		\$0.00

MAR-SEP 14 CLIN1002 INC PR LINE 1  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003  
INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH  
OF JANUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3  
BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. OPTION YR.  
EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR  
WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT [REDACTED] 17-  
31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The  
Contractor shall furnish all personnel, management, facilities, materials, parts,  
supplies, transportation, and equipment, except as provided herein as Government  
furnished, to perform all functions for aircraft refuel/defuel for the United States  
Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant  
activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to  
16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0029

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	INC wkday svc MAR-SEP fy14 clin1002 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE PERIOD MARCH-SEPTEMBER 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	WEEKEND SVC MAY 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Wage Det mileage comp 1 Oct 13-16 Dec 13 FFP INPUT 20140528 PR LINE 12 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9.9.2. 1 Oct 13 - 16 Dec 13. FUNDED FOR [REDACTED] FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

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NET AMT

[REDACTED]  
[REDACTED]

CIN: GFEBS001034044200012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Wage Det mileage comp 1 Oct 13-16 Dec 13 FFP INPUT 20140528 PR LINE 12 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9,9.2. 1 Oct 13 - 16 Dec 13. FUNDED FOR [REDACTED] FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

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NET AMT

CIN: GFEBS001034044200012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Wage Det mileage comp 1 Jan 13-30 Sep 13 FFP INPUT 20140528 PR LINE 11 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9,9.2. 1 Jan 13-30 Sep 13. FUNDED FOR [REDACTED]. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Job		
	Wage Det mileage comp 1 Jan 13-30 Sep 13 FFP INPUT 20140528 PR LINE 11 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9.9.2, 1 Jan 13-30 Sep 13. FUNDED FOR [REDACTED] FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029				

NET AMT

CIN: GFEB001034044200011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	WEEKEND SVC APRIL 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003, FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13, FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	WEEKEND SVC APRIL 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003, FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13, FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	WEEKEND SVC MARCH 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MARCH 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003, FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	WEEKEND SVC MARCH 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MARCH 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	INC Wkend svc FEBRUARY fy14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF FEBRUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	INC Wkend svc FEBRUARY fy14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF FEBRUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007

1

Job

INC wkday svc MAR-SEP fy14 clin1002  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002

INCREMENTAL FUNDING FOR THE PERIOD MARCH-SEPTEMBER 2014  
MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR

LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002.

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0029

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	WEEKEND SVC MAY 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	WEEKEND SVC JUNE 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JUNE 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	WEEKEND SVC JUNE 2014 FY14clin 1003 INC FFP	1	Job		
Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JUNE 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF . INCREASE PR LINE 3 CLIN 1003 BY FROM TO CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029					

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	WEEKEND SVC JULY 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JULY 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO 3 [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	1 WEEKEND SVC JULY 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JULY 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029				

NET AMT

CTN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	INC wkday svc Oct-Dec 15 2014 clin1002 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREASE FUNDING ON PR LINE 16 BY [REDACTED] TO COVER POP 1 OCT - 15 DEC 2014. INCREMENTAL FUNDING FOR THE PERIOD MARCH- SEPTEMBER 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002 The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	INC wkday svc Oct-Dec 15 2014 clin1002 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREASE FUNDING ON PR LINE 16 BY [REDACTED] TO COVER POP 1 OCT - 15 DEC 2014. INCREMENTAL FUNDING FOR THE PERIOD MARCH- SEPTEMBER 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1002 The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Addl wknd svc base yr 17Dec 12-16 Dec 13 FFP Additional funding for weekend services due to flight periods for base year in the amount of [REDACTED] POP: 17 Dec 12-16 Dec 13. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200017

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Addl wknd svc base yr 17Dec 12-16 Dec 13 FFP Additional funding for weekend services due to flight periods for base year in the amount of [REDACTED] POP: 17 Dec 12-16 Dec 13. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200017

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Addl wknd svc op yr 1 17Dec13-16Dec14 FFP Additional Weekend services for option year 1 for changes in flight period in the amount of [REDACTED] POP: 17 December 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Addl wknd svc op yr 1 17Dec13-16Dec14 FFP Additional Weekend services for option year 1 for changes in flight period in the amount of [REDACTED] POP: 17 December 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Addl wkday svc op yr 1 17Dec13-16Dec14 FFP Additional weekday services for option year 1 for changes in flight period in the amount of [REDACTED] POP 17 Decemver 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200019



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Addl wkday svc op yr 1 17Dec13-16Dec14 FFP Additional weekday services for option year 1 for changes in flight period in the amount of [REDACTED]. POP 17 Decemver 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200019

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	APOSD PROJECT FFP Refuel Project APOSD FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	APOSD PROJECT FFP Refuel Project APOSD FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	GOLDBERG PROJECT FFP GOLDBERG PROJECT FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	GOLDBERG PROJECT FFP GOLDBERG PROJECT FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	WEEKEND SVC AUG 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF AUG 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF INCREASE PR LINE 3 CLIN 1003 BY \$ FROM TO CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	1 WEEKEND SVC AUG 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF AUG 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF INCREASE PR LINE 3 CLIN 1003 BY FROM TO CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	1 Purchase of Refuel Trucks FFP Purchase of six (6) Refuel Trucks FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEB001034044200023

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Purchase of Refuel Trucks FFP Purchase of six (6) Refuel Trucks FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0029	1	Job		

NET AMT

CIN: GFEBS001034044200023



## Section Inspection and Acceptance

## INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government

## INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government

0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government

## Section Deliveries and Performance

## DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-DEC-2013 TO 16-DEC-2014	N/A	W0U9 AVIATION COE W0U9 AVIATION COE CIPBO BLDG 1215 18TH ST FT RUCKER AL 36362-5114 334-255-9582 FOB: Destination	W31BMZ
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0023	06-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ

## Section Contract Administration Data

## CONTRACT ADMINISTRATION DATA

0212014201420200000332322257 S.0018821.1.15 6100.9000021001  
COST CODE: A57VV  
AMOUNT: [REDACTED]  
CIN GFEB001034044200001: [REDACTED]  
CIN GFEB001034044200003: [REDACTED]  
CIN GFEB001034044200011: [REDACTED]  
CIN GFEB001034044200012: [REDACTED]  
CIN GFEB001034044200017: [REDACTED]  
CIN GFEB001034044200018: [REDACTED]  
CIN GFEB001034044200019: [REDACTED]  
CIN GFEB001034044200020: [REDACTED]  
CIN GFEB001034044200021: [REDACTED]  
CIN GFEB001034044200023: [REDACTED]

## CONTRACT ADMINISTRATION DATA

0212014201420200000332322257 S.0018821.1.15 6100.9000021001  
COST CODE: A57VV  
AMOUNT: [REDACTED]  
CIN GFEB001034044200001: [REDACTED]  
CIN GFEB001034044200003: [REDACTED]  
CIN GFEB001034044200011: [REDACTED]  
CIN GFEB001034044200012: [REDACTED]  
CIN GFEB001034044200017: [REDACTED]  
CIN GFEB001034044200018: [REDACTED]  
CIN GFEB001034044200019: [REDACTED]  
CIN GFEB001034044200020: [REDACTED]  
CIN GFEB001034044200021: [REDACTED]  
CIN GFEB001034044200023: [REDACTED]





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1 CONTRACTED CODE <b>J</b>	PAGE OF PAGES <b>1   11</b>
<b>2 AMENDMENT/MODIFICATION NO</b> <b>P00043</b>	<b>3 EFFECTIVE DATE</b> <b>14-Jul-2015</b>	<b>4 REQUISITION/PURCHASE REQ NO</b> SEE SCHEDULE	<b>5 PROJECT NO (If applicable)</b>		
<b>6 ISSUED BY</b> MIDC FORT RUCKER BUILDING 500 ROOM 360 NOWOSEL STREET FORT RUCKER AL 36352-5000	<b>CODE</b> <b>W9124G</b>	<b>7 ADMINISTERED BY (If other than item 5)</b> MIDC FORT RUCKER BUILDING 500 ROOM 360 NOWOSEL ST N.CMSMAIL@MIL FORT RUCKER AL 36352-5000			
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)</b> PRIMUS SOLUTIONS INC 7000 MUDHORN MEADOWS DR STE 100 BELTSVILLE MD 20705				<b>9A. AMENDMENT OF SOLICITATION NO.</b>	
				<b>9B. DATED (SEE ITEM 11)</b>	
				<b>X 10A. MOD. OF CONTRACT/ORDER NO.</b> <b>W91247-12-C-0023</b>	
<b>CODE 3GQG0</b>				<b>X 10B. DATED (SEE ITEM 13)</b> <b>16-May-2012</b>	
<b>FACILITY CODE 3GQG0</b>					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>					
<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).</b>					
<b>X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b> <b>FAR 52.222-43</b>					
<b>D. OTHER (Specify type of modification and authority)</b>					
<b>E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.</b>					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</b> Modification Control Number: <b>robins015424</b> <b>REASON: TO PROVIDE A COMPLETE EQUITABLE ADJUSTMENT TO OPTION YEAR II PART ONE, WARM REFUEL; REFUEL TRUCKS; KNOX FIELD SUPPORT; CHANGES TO ATTACHMENT 1; AND ADJUST CLIN 2003</b>  <b>a. Block 12 above is continued on the following Summary of Changes, Accounting and Appropriation Data (pg 2): \$65,557.28.</b>  <div style="text-align: center;"><b>CONTINUED ON PAGES 2 THROUGH 11</b></div>					
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>			<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>		
			TEL: 706-545-2422 EMAIL: [redacted]@mail.mil		
[redacted signature]			[redacted signature]		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		
			<b>16C. DATE SIGNED</b> <b>14-Jul-2015</b>		

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-11015-04

STANDARD FORM 30 (Rev. 11-0-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

OYII PT 1:TRK:WARM:KNOX: ATT 1

b. This modification is issued to provide for the following reasons:

- 1) To provide for a complete equitable adjustment to Option Year II Part One for Wage Determination (WD) No. 2005-2005, Rev 14, and Collective Bargaining Agreement (CBA) WD No 2006-0595, Rev 2, for the period of 17 December 2014 through 16 December 2015 (CLIN 2006 - [REDACTED]). (FAR 52.222-43, 'Fair Labor Standards Act' and SCA, Price Adjustment')

- a) This supplemental agreement represents the complete and final equitable adjustment of Option Year II Part One for the CBA dated 1 August 2012 between Primus Solutions and the Government as a result of the WD Increase for the period of 17 December 2014 through 16 December 2015. Accordingly, the resulting Contract price is hereby increased by [REDACTED] ([REDACTED] - CBA & [REDACTED] - SCA). However, a modification will follow to adjust weekend services from the period of 17 December 2014 through 16 December 2015 if necessary.

- b) **Parties agree to the following:**

The Government agrees to pay Primus Solutions the amount of [REDACTED] for wage rate increase as a result of the revised CBA WD No. 2006-0595, Revision No. 2, dated 11/30/2012 and WD No. 2005-2005 Revision No.14, dated 8/05/2014.

- c) **Contractor's Statement of Release:**

In consideration of the modification agreed to herein as the complete equitable adjustment of Option Year II Part One for the CBA dated 8/01/2012, based upon the Contractor's Proposal dated 27 February 2015, Primus hereby releases the Government from all liability under this contract for any further equitable adjustments for wage rate increases on the CBA dated 8/01/2012 for the period of 17 December 2014 through 16 December 2015.

- d) As a result of this modification to INCREASE Contract Price in the total amount of [REDACTED], monthly increases are calculated as follows: [REDACTED] / 12 = [REDACTED] / 2 = [REDACTED]  
 17 - 31 December 2014 = [REDACTED]  
 1 January - 30 November 2015 = [REDACTED] per month  
 1 - 16 December 2015 = [REDACTED]

- 2) To obligate funding to the following CLINs for the following periods:

- CLIN 1013 - Option Year I Part Two for 1 Oct 2014 through 16 December 2014 in the amount of [REDACTED] - CBA & [REDACTED] - SCA;
- CLIN 2007 - Warm Refuel Services for 13 April 2015 through 16 December 2015 in the amount of [REDACTED];
- CLIN 2008 - Remaining funding for the ordering of six refuel trucks in the amount of [REDACTED], and
- CLIN 2009 - Knox Field Support Services for 9 June 2015 through 12 June 2015 in the amount of [REDACTED]

- c. Thru this modification, it is also to confirm verbal given 27 March 2015 to adjust hours at various Stagefields for Daylight Savings Time with an effective date of 1 March 2015. Therefore, Attachment 1 is hereby deleted in its entirety and replaced with the revised attached Attachment 1.
- d. This modification is also to adjust CLIN 2003. Funding in the amount of [REDACTED] is being provided to CLINs 2006 through 2009 from CLIN 2003.
- e. All other terms and conditions remain the same.

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

## SUPPLIES OR SERVICES AND PRICES

## CLIN 2003

The unit price amount has decreased by [REDACTED] from [REDACTED] to [REDACTED].  
The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

## CLIN 3002

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

## CLIN 4002

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].  
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 1013 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1013 EXERCISED OPTION	Option Year I Part 2 Wage Adjustment FFP 1 Oct 2014 - 16 Dec 2014 WD CBA 1 Oct 2014 - 16 Dec 2014 WD SCA Total FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job		

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ESTIMATED  
NET AMT

ACRN AB  
CIN: GFEB001034044200028

CLIN 2006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006 EXERCISED OPTION	Option Year II Part 1 Wage Adjustment FFP 17 Dec 2014 - 16 Dec 2015 WD CBA 17 Dec 2014 - 16 Dec 2015 WD SCA Total FOB: Destination PURCHASE REQUEST NUMBER: 0010631310-0003	1	Job		

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ESTIMATED  
NET AMT

ACRN AC  
CIN: GFEB001063131000024

CLIN 2007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007 EXERCISED OPTION	Warm Refuel - NI Hanchey FFP Remainder of Option Year I 1 April 2015 - 16 Dec 2015	1	Job		
		Personnel Equipment			
	TOTAL FOB: Destination PURCHASE REQUEST NUMBER: 0010631310-0003				

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ESTIMATED  
NET AMT

ACRN AC  
CIN: GFEBS001063131000025

CLIN 2008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2008 EXERCISED OPTION	Six Trucks FFP Total amount of six trucks Paid on MOD P00036 CLIN 1012 Residual amount owed to KTR FOB: Destination PURCHASE REQUEST NUMBER: 0010631310-0003	1	Job		

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ESTIMATED  
NET AMT

ACRN AC  
CIN: GFEBS001063131000026

CLIN 2009 is added as follows:



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2009 EXERCISED OPTION	Knox Field Support June 2015 FFP	1	Job		
	9 - 10 June 2015	(two) Personnel			
	11 - 12 June 2015	(one) Person			
	9 - 12 June 2015	Equipment			
	TOTAL				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010631310-0003				

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ESTIMATED  
NET AMT

ACRN AC  
CIN: GFEBS001063131000027

CLIN 3005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3005 OPTION	Option Yr III - Warm Refuel - N1 Hanchey FFP	1	Job		
	17 December 2015 - 16 December 2016				
	Personnel				
	Equipment				
	TOTAL				
	FOB: Destination				

---

ESTIMATED  
NET AMT

CLIN 4006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4006 OPTION	Option Yr IV - Warm Refuel - N1 Hanchey FFP 17 December 2016 - 16 December 2017 Personnel Equipment TOTAL FOB: Destination	1	Job		
ESTIMATED NET AMT					

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED].

## CLIN 1013:

Funding on CLIN 1013 is initiated as follows:

ACRN: AB

CIN: GFEB001034044200028

Acting Data: 0212014201420200000332322257 S.0018821.1.15 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

## CLIN 2003:

AC: 0212015201520200000332322257 S.0027869.9.1 6100.9000021001 A57VV (CIN GFEB001063131000020) was decreased by [REDACTED] from [REDACTED] to [REDACTED]

## CLIN 2006:

Funding on CLIN 2006 is initiated as follows:

ACRN: AC

CIN: GFEB001063131000024

Acctng Data: 0212015201520200000332322257 S.0027869.9.1 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

CLIN 2007:

Funding on CLIN 2007 is initiated as follows:

ACRN: AC

CIN: GFEB001063131000025

Acctng Data: 0212015201520200000332322257 S.0027869.9.1 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

CLIN 2008:

Funding on CLIN 2008 is initiated as follows:

ACRN: AC

CIN: GFEB001063131000026

Acctng Data: 0212015201520200000332322257 S.0027869.9.1 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

CLIN 2009:

Funding on CLIN 2009 is initiated as follows:

ACRN: AC

CIN: GFEB001063131000027

Acctng Data: 0212015201520200000332322257 S.0027869.9.1 6100.9000021001

Increase: [REDACTED]

Total: [REDACTED]

Cost Code: A57VV

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item has been added to CLIN 1013:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-OCT-2014 TO 16-DEC-2014	N/A	DOL. SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 2006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 17-DEC-2014 TO 16-DEC-2015	N/A	DOL. SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 2007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 13-APR-2015 TO 16-DEC-2015	N/A	DOL. SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 2008:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 17-DEC-2014 TO 16-DEC-2015	N/A	DOL. SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 2009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
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POP 09-JUN-2015 TO 12-JUN-2015	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ
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The following Delivery Schedule item has been added to CLIN 3005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 17-DEC-2015 TO 16-DEC-2016	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

The following Delivery Schedule item has been added to CLIN 4006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 17-DEC-2016 TO 16-DEC-2017	N/A	DOL, SUPPLY & SERVICES [REDACTED] BLDG 800 RAIDER STREET FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ

#### INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 1013:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2008:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 2009:



INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 3005:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 4006:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

(End of Summary of Changes)



<b>Purchase Request</b>	<b>Description</b> W31BMZ PR LINE 28 INPUT 20150714 TO ESTABLISH A NEW CLIN FOR		<b>Purchase Request Number</b> 001034042-0036													
	<b>Requisition Date</b> 30-Apr-2013		<b>DPAS Priority Rating</b>	<b>Priority</b> 15												
<b>Requesting Office</b> W0U9 AVIATION COE W0U9 AVIATION COE BLDG 1100 DILLY BRANCH RD DOORS 1 THROUGH 4 FORT RUCKER AL 36362-5116  Tel: 334-255-9582      Fax:		<b>Type of Action</b> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Small Purchase</td> <td><input type="checkbox"/> Grants/Coops Agreement</td> </tr> <tr> <td><input type="checkbox"/> Competed Contract</td> <td><input type="checkbox"/> Sealed Bid</td> </tr> <tr> <td><input type="checkbox"/> Non-competed Contract</td> <td><input type="checkbox"/> FSS/GSA Schedule</td> </tr> <tr> <td><input type="checkbox"/> Manufacturer Sole Source</td> <td><input type="checkbox"/> Commercial</td> </tr> <tr> <td><input type="checkbox"/> Delivery Order</td> <td><input type="checkbox"/> NIB / NISH / FPI</td> </tr> <tr> <td><input type="checkbox"/> Task Order</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> Small Purchase	<input type="checkbox"/> Grants/Coops Agreement	<input type="checkbox"/> Competed Contract	<input type="checkbox"/> Sealed Bid	<input type="checkbox"/> Non-competed Contract	<input type="checkbox"/> FSS/GSA Schedule	<input type="checkbox"/> Manufacturer Sole Source	<input type="checkbox"/> Commercial	<input type="checkbox"/> Delivery Order	<input type="checkbox"/> NIB / NISH / FPI	<input type="checkbox"/> Task Order	
<input checked="" type="checkbox"/> Small Purchase	<input type="checkbox"/> Grants/Coops Agreement															
<input type="checkbox"/> Competed Contract	<input type="checkbox"/> Sealed Bid															
<input type="checkbox"/> Non-competed Contract	<input type="checkbox"/> FSS/GSA Schedule															
<input type="checkbox"/> Manufacturer Sole Source	<input type="checkbox"/> Commercial															
<input type="checkbox"/> Delivery Order	<input type="checkbox"/> NIB / NISH / FPI															
<input type="checkbox"/> Task Order																
<b>Issuing Office</b> MICC FORT RUCKER BUILDING 5700 ROOM 380 NOVOSEL STREET FORT RUCKER AL 36362-5000  Tel:      Fax: 334-255-1231		<b>Ship To</b> <b>Code</b> <input type="text"/>  See Line Item Detail for "Ship To" Addresses														
<b>Suggested Supply Source</b>		<b>Comments</b>														
<b>Suggested Vendor(s)</b>																
<b>Line Item Summary</b> <table border="0"> <tr> <td><b>Total Cost</b></td> <td>\$12,438,891.66</td> </tr> <tr> <td><b>Total Funding</b></td> <td>\$12,438,891.66</td> </tr> </table>		<b>Total Cost</b>	\$12,438,891.66	<b>Total Funding</b>	\$12,438,891.66	<b>See Attached Page(s) for Line Item Detail</b>										
<b>Total Cost</b>	\$12,438,891.66															
<b>Total Funding</b>	\$12,438,891.66															
<b>Contract Data</b> <b>Suggested Type of Contract</b>  <b>See Line Item Detail for Proposed Individual CLIN Contract Types</b>		<b>Suggested Contracting Officer's Representative(s)</b>  <b>No CORs Defined</b>														
<b>Suggested Contract/Agreement Information</b> Contract/Agreement Number:  <input type="checkbox"/> Delivery Order <input type="checkbox"/> Modification <input type="checkbox"/> Association																
<b>Suggested Preference Program</b> No Preference / Not Listed																
		<b>KO Notes</b> <b>See Attached for KO Notes</b>														

**Contract Data (cont'd)**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

W31BMZ PR LINE 28 INPUT 20150714 TO ESTABLISH A NEW CLIN FOR / 0010340442-0036

PAGE

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**KO Notes**

PR LINE 28 INPUT 20150714 TO ESTABLISH A NEW CLIN FOR WAGE DETERMINATION CBA/SCA 1OCT14-16DEC2014. PER MEMO DTD 20140227 RUCKER REA 1OCT-16 DEC 2014 CBA WD VERSION 1 AND WELFARE BENEFIT BENEFIT FOR SCA personnel due to REV 14 OF REA 1OCT-16DEC2014 SCA WD. FY14 FUNDED. 12 JAN 2015  
PR LINE 27 INPUT TO CREATE MOD TO INCREASE FUNDING FOR WEEKEND SVC CLIN 1003. The purpose of this MOD is to buy Refuel Trucks. THE NEW COR AND  
WAWF APPROVER HAS CHANGED TO [REDACTED] POC: 334-255-8060 [REDACTED] PLEASE CHANGE WAWF INFO ON THE CONTRACT.  
IT IS IMPERATIVE THAT [REDACTED] THE BUDGET ANALYST AND [REDACTED] RECEIVE A DRAFT  
COPY OF THE CONTRACT PRIOR TO BEING RELEASED TO PD2. Refuel/Defuel Contract Contract #: W91247-12-C-0023 Contracting Officer: [REDACTED]  
334-255-9754 Contracting Officer's Representative: [REDACTED] (334-255-9514) Budget Analyst [REDACTED] (334-255-9981) WAWF ACCEPTOR: [REDACTED]  
[REDACTED] WAWF SHIP TO dodaac:W31BMZ WAWF ACCEPTOR DODAAC: W31BMZ Document POC: [REDACTED] 334-255-2084 Pay Office DODAAC: HQ0490

**Delivery / Task Order****Additional Data**

Additional Point of Contact (POC) Information

Phone:

Fax:

**Property Officer Information**

Phone:

Fax:

J/A Number:

Proposal Due:

Execution Method:

Date:

Project Number:

Subtype Codes:

**Security Clearance Required**☒ Unclassified☐ Confidential☐ Secret☐ Top Secret

## Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1 wkday svc 17dec13-16dec14 fy14 clin1002 FFP FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036		Job		

NET AMT

CIN: GFEB001034044200001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job		

JANUARY 2014 CLIN 1002, INC PR LINE 1  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002

INCREMENTAL FUNDING FOR THE MONTH OF JANUARY 2014

MONTHLY SERVICES IN THE AMOUNT OF INCREASE PR  
LINE 1 BY FROM TO CLIN 1002.

OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0036

NET AMT

CIN: GFEBS001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Wkend svc 17dec13-16 DEC14 fy14 CLIN1003 FFP EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17- 31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job		

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	1 FEBRUARY 2014 CLIN 1002, INC PR LINE 1 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE MONTH OF FEBRUARY 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

[REDACTED]  
[REDACTED]

CIN: GFEBS001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job		

WKND SVC JAN 14 CLIN1003 INC PR LINE 3  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003  
INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH  
OF JANUARY 2014 IN THE AMOUNT OF . INCREASE PR LINE 3  
BY FROM TO . CLIN 1003. OPTION YR.  
EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR  
WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17-  
31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The  
Contractor shall furnish all personnel, management, facilities, materials, parts,  
supplies, transportation, and equipment, except as provided herein as Government  
furnished, to perform all functions for aircraft refuel/defuel for the United States  
Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant  
activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to  
16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0036

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Job		\$0.00

MAR-SEP 14 CLIN1002 INC PR LINE 1  
FFP

Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003  
INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH  
OF JANUARY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3  
BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. OPTION YR.  
EXERCISE OPTION YR CLIN 1003. ESTABLISH NEW PO LINE ITEM FOR  
WEEKEND SVCS. POP 20131217-20141216. FUNDED AMOUNT 6,119.80 17-  
31 DEC 2013. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The  
Contractor shall furnish all personnel, management, facilities, materials, parts,  
supplies, transportation, and equipment, except as provided herein as Government  
furnished, to perform all functions for aircraft refuel/defuel for the United States  
Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant  
activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to  
16 Dec 2014.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010340442-0036

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NET AMT

\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	INC wkday svc MAR-SEP fy14 clin1002 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREMENTAL FUNDING FOR THE PERIOD MARCH-SEPTEMBER 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	INC Wkend svc FEBRUARY fy14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF FEBRUARY 2014 IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	WEEKEND SVC MARCH 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MARCH 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1003. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	WEEKEND SVC APRIL 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13, FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Wage Det mileage comp 1 Jan 13-30 Sep 13 FFP INPUT 20140528 PR LINE 11 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9,9.2. 1 Jan 13-30 Sep 13. FUNDED FOR [REDACTED]. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200011



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Wage Det mileage comp 1 Oct 13-16 Dec 13 FFP INPUT 20140528 PR LINE 12 TO CREATE NEW CLIN FOR WAGE MILEAGE COMPENSATION Per CBA Art 9,9.2. 1 Oct 13 - 16 Dec 13. FUNDED FOR [REDACTED]. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	WEEKEND SVC MAY 2014 FY14 CLIN1003 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR WEEKEND SERVICES FOR THE MONTH OF MAY 2014 IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. FY 14 DECEMBER 2013 ON CLIN 1002. Funding 17-31 Dec 13. FY 14 Funds. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEBS001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	WEEKEND SVC JUNE 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JUNE 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	WEEKEND SVC JULY 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF JULY 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	INC wkday svc Oct-Dec 15 2014 clin1002 FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1002 INCREASE FUNDING ON PR LINE 16 BY [REDACTED] TO COVER POP 1 OCT - 15 DEC 2014. INCREMENTAL FUNDING FOR THE PERIOD MARCH- SEPTEMBER 2014 MONTHLY SERVICES IN THE AMOUNT OF [REDACTED]. INCREASE PR LINE 1 BY [REDACTED] FROM [REDACTED] TO [REDACTED]. CLIN 1002 The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Addl wknd svc base yr 17Dec 12-16 Dec 13 FFP Additional funding for weekend services due to flight periods for base year in the amount of [REDACTED] POP: 17 Dec 12-16 Dec 13. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200017



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Job		
	Addl wknd svc op yr 1 17Dec13-16Dec14 FFP Additional Weekend services for option year 1 for changes in flight period in the amount of . POP: 17 December 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036				

NET AMT

CIN: GFEB001034044200018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Job		
	Addl wkday svc op yr 1 17Dec13-16Dec14 FFP Additional weekday services for option year 1 for changes in flight period in the amount of . POP 17 Decemver 2013- 16 December 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036				

NET AMT

CIN: GFEB001034044200019

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	APOSD PROJECT FFP Refuel Project APOSD FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job		

NET AMT

---

CIN: GFEB001034044200020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	GOLDBERG PROJECT FFP GOLDBERG PROJECT FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job		

NET AMT

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CIN: GFEB001034044200021

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	WEEKEND SVC AUG 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF AUG 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Purchase of Refuel Trucks FFP Purchase of six (6) Refuel Trucks FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200023

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	WEEKEND SVC Sep 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF SEP 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	WEEKEND SVC Oct 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF OCT 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] 8 CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	WEEKEND SVC Nov 2014 FY14clin 1003 INC FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 INCREMENTAL FUNDING FOR THE MONTH OF NOV 2014 MONTHLY WEEKEND SERVICES IN THE AMOUNT OF [REDACTED] INCREASE PR LINE 3 CLIN 1003 BY [REDACTED] FROM [REDACTED] TO [REDACTED] CLIN 1003. OPTION YR. FUTURE FUNDING WILL BE PROVIDED AS REQUIRED. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Period of Performance: 17 Dec 2013 to 16 Dec 2014. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Wkend svc 6-7 AND 13-14dec14 increase FFP Funding Request: INC PIIN: W9124712C0023 ACRN: AB CLIN: 1003 WEEKEND SVCS INCREASE FOR 6-7 AND 13-14 DEC 2014. CLIN 1003 INCREASED BY [REDACTED] FROM [REDACTED] TO [REDACTED]. FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job	[REDACTED]	[REDACTED]

NET AMT

CIN: GFEB001034044200003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Wage Det CBA/SCA1Oct14-16Dec14 fy14funds FFP INPUT 20150714 TO ESTABLISH A NEW CLIN FOR WAGE DETERMINATION CBA/SCA 1OCT14-16DEC2014. PER MEMO DTD 20140227 RUCKER REA 1OCT-16 DEC 2014 CBA WD VERSION 1 AND WELFARE BENEFIT BENEFIT FOR SCA personnel due to REV 14 OF REA 1OCT-16DEC2014 SCA WD. FY14 FUNDED FOB: Destination PURCHASE REQUEST NUMBER: 0010340442-0036	1	Job		

NET AMT

CIN: GFEB001034044200028

## Section Inspection and Acceptance

## INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
0018	N/A	N/A	N/A	Government
0019	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	N/A	N/A	N/A	Government
0022	N/A	N/A	N/A	Government
0023	N/A	N/A	N/A	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0027	N/A	N/A	N/A	Government
0028	N/A	N/A	N/A	Government

## Section Deliveries and Performance

## DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 17-DEC-2013 TO 16-DEC-2014	N/A	W0U9 AVIATION COE W0U9 AVIATION COE BLDG 1100 DILLY BRANCH RD DOORS 1 THROUGH 4 FORT RUCKER AL 36362-5116 334-255-9582 FOB: Destination	W31BMZ
0002	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0003	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0004	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0005	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0006	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0007	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0008	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0009	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0010	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0011	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0012	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0013	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ

0014	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0015	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0016	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0017	02-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0018	02-SEP-2014	1	AIR MANEUVER BATTLE LAB [REDACTED] FORT RUCKER FORT RUCKER AL 36362 [REDACTED] FOB: Destination	W31BMZ
0019	02-SEP-2014	1	W0U9 AVIATION COE W0U9 AVIATION COE BLDG 1100 DILLY BRANCH RD DOORS 1 THROUGH 4 FORT RUCKER AL 36362-5116 334-255-9582 FOB: Destination	W31BMZ
0020	18-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0021	18-SEP-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0022	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0023	06-OCT-2014	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0024	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0025	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0026	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0027	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0028	POP 17-DEC-2013 TO 16-DEC-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ



Section Contract Administration Data

CONTRACT ADMINISTRATION DATA

0212014201420200000332322257 S.0018821.1.15 6100.9000021001

COST CODE: A57VV

AMOUNT: [REDACTED]

CIN GFEB001034044200001: [REDACTED]  
CIN GFEB001034044200003: [REDACTED]  
CIN GFEB001034044200011: [REDACTED]  
CIN GFEB001034044200012: [REDACTED]  
CIN GFEB001034044200017: [REDACTED]  
CIN GFEB001034044200018: [REDACTED]  
CIN GFEB001034044200019: [REDACTED]  
CIN GFEB001034044200020: [REDACTED]  
CIN GFEB001034044200021: [REDACTED]  
CIN GFEB001034044200023: [REDACTED]  
CIN GFEB001034044200028: [REDACTED]



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Refuel Contract Dilemma  
**Date:** Monday, December 18, 2017 8:39:25 AM

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-----Original Message-----

**From:** [REDACTED] USARMY ASC 406 AFSB LRC (US)  
**Sent:** Thursday, June 15, 2017 10:36 AM  
**To:** [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
**Subject:** FW: Refuel Contract Dilemma

FYI

-----Original Message-----

**From:** [REDACTED] USARMY ACC MICC (US)  
**Sent:** Tuesday, November 17, 2015 11:43 PM  
**To:** [REDACTED] USARMY ACC MICC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ACC MICC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ACC MICC  
(US) <[REDACTED]>; [REDACTED] CIV USARMY  
AVNCOE (US) <[REDACTED]>  
**Cc:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
<[REDACTED]>; [REDACTED]  
**Subject:** RE: Refuel Contract Dilemma

Sir,

Acknowledged.

We're going to prudently address this contract and give it the attention it deserves.

The contract file lacks the necessary documentation to discern the judgement of the three KO's who have overseen/administer this procurement. So, I'm limited in quickly offering a remedy.

I've reviewed the entire file and documented my findings. Tomorrow, I'm planning to socialize these findings with our legal team (both Rucker & Eustis). I'm also planning to meet with the contractor. Perhaps, they at least have the "documented" history that led to the purchase.

Our G-8 has a role in this effort. We need an assessment the spending activities over the life of this contract. I'm aware that it has been incrementally funded with a set price of \$52.4K. But, the number of modifications seems excessive. A thorough analysis might provide insight into the customer's notion why the contract is pre-maturely approaching its price-ceiling (I haven't been able to verify this. [REDACTED], I'll call for a brief discussion).

...So [REDACTED] this is where you come in...we need to talk. I would like to meet with you at 1500, tomorrow.

...[REDACTED], I'll call you tomorrow to discuss some followup questions (we



also have a VTC at 13:30EST).

Thanks...

Then we'll proceed.

From: [REDACTED] USARMY ACC MICC (US)  
Sent: Tuesday, November 17, 2015 5:19 PM  
To: [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV  
USARMY ACC MICC (US)  
Cc: [REDACTED] USARMY ACC MICC (US); [REDACTED]  
CIV USARMY ASC 406 AFSB LRC (US)  
Subject: RE: Refuel Contract Dilemma

Thanks for the quick turn-around on this issue. I agree with you.

My major sticking points, after reviewing the base contract and MODs P00036 and P00043, were that -- I didn't see FAR clause 52.245-1, Government Property in the contract, including Subpart 45.205, Title to Contractor-Acquired Property which states:

(a) Title vests in the Government for all property acquired or fabricated by the contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed-price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the contractor retains title to all property acquired by the contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

-- The specific part is "Under fixed-price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the contractor retains title to all property acquired by the contractor for use on the contract, except for property identified as a deliverable end item."

If, based upon, a legal review and the KO's agreement that it's in the best interest of the government to accept/modify the KTR's offer, the recommendation makes sense to me as well.

[REDACTED] Please provide an update on the way forward at your earliest convenience.

v/r,

[REDACTED]

[REDACTED]

MILDEP/MICC LNO to TRADOC  
251-A, Bldg 661, 2nd FLR, B Wing  
Fort Eustis, VA 23604  
Office (TRADOC): (757) 501-6781  
Office (FDO Eustis): 757-878-7081  
BB: [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ACC MICC (US)  
Sent: Tuesday, November 17, 2015 3:34 PM  
To: [REDACTED] CIV USARMY ACC MICC (US); [REDACTED]  
USARMY ACC MICC (US)  
Cc: [REDACTED] USARMY ACC MICC (US); [REDACTED]  
CIV USARMY ASC 406 AFSB LRC (US)  
Subject: FW: Refuel Contract Dilemma

Based on the PA's comments below, since the property should be considered CAP with all the certificates of origin turned over to the Govt, this would have titled the property to the govt but used by the contractor until the contract ends or until the KO removes the property by mod.

If there was a mod with specific guidance for the contractor to tag and title the vehicles, then we owe the contractor that cost. {I don't recall such language in the mod} I think the mod adding the trucks stated the vehicles are now contractor furnished property, which have been the "signal" to the contractor to tag and title the vehicles and misled the contractor to incur that cost.

As a KO, the sticky part is converting equipment originally stated as Contract Furnished Property to Government Furnished Property which seems to have been settled by identifying the vehicles as CAP and with the contractor's offer to relinquish the vehicles as CFP provided we pay the tag and title expenses.

I would recommend we accept his offer and modify the contract to state the vehicles are now CAP and pay the tag and title fees proposed to correct the error the government originally made by not providing clear guidance on how to account for the property.

[REDACTED]  
Deputy Director  
Chief, Contract Support Division  
Mission and Installation Contracting Command MICC - Fort Benning  
Contracting Office  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905-1300

Commercial: (706) 545-2430  
DSN: 835-2430  
e-mail: [REDACTED]

for MICC Benning information, guides and samples, see the following websites:

Benning-only Sharepoint: <https://sharepoint/sites/doc/default.aspx>  
Public Site on Internet: <http://www.benning.army.mil/tenant/micc/>



-----Original Message-----

From: [REDACTED] CIV USARMY (US)  
Sent: Tuesday, November 17, 2015 2:29 PM  
To: [REDACTED] CIV USARMY ACC MICC (US)  
Subject: FW: Refuel Contract Dilemma

Below is the email I sent [REDACTED] Because I don't have full understanding of the contract history and all its' clauses I am not sure how to guide them to recover what is already theirs.

As a PA, if it were my contract I would contact JAG to get a review and opinion, then let the KO send a decision to the KTR.

V/R,

[REDACTED]  
Property Administrator  
Mission & Installation Contracting Command MICC - Fort Benning Contracting Office  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905-1300

Commercial: 706.626.1054 DSN: 835  
[REDACTED].civ@mail.mil <[mailto:\[REDACTED\].civ@mail.mil](mailto:[REDACTED].civ@mail.mil)>

---

From: [REDACTED] CIV USARMY (US)  
Sent: Tuesday, September 29, 2015 2:24 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Cc: [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC (US)  
Subject: FW: Refuel Contract Dilemma

Afternoon [REDACTED]. I am not able to review all the mods and clauses in your RE-fuel contract so I can't say specifics but below are some of my thoughts.

As I understand it the Gov't provided funds on a mod to purchase the fuel trucks as well as a pickup truck. The items the KTR purchased on behalf of the Gov't are considered CAP (Contractor Acquired Property) upon receipt of the equipment. The contractor is required to turn all certificates of origin or titles over to the PA or KO. The property is titled to the Gov't, it is kept in stewardship by the KTR and reported as CAP by the KTR until the contract is closed or until the KO removes the property from the contract by mod

Who in the Gov't told the KTR to tag and title the vehicles? Unless the

contractor was given specific guidance to do so (in writing by the KO or some other authorized Gov't employee) I do not see how it is the Gov'ts responsibility to reimburse him for any costs involved with the costs involved to tag or title the equipment. The equipment was paid for by the Gov't and the contract was the purchase vehicle.

As I understand it, the KTR has marked the vehicles with their company information. According to AR 58-1 this is not authorized. The only marking allowed is safety placards and Gov't vehicle markings.

As always, it is the KO's decision as to how any of this goes forward.

I have cc'd [REDACTED], the ACC Huntsville PA SME.

V/R,

[REDACTED]  
Property Administrator  
Mission & Installation Contracting Command MICC - Fort Benning Contracting Office  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905-1300

Commercial: 706.626.1054 DSN: 835  
[REDACTED]

Please let us know how well we are serving you by visiting ICE:  
[http://ice.disa.mil/index.cfm?fa=card&service\\_provider\\_id=14350&site\\_id=256&service\\_category\\_id=14](http://ice.disa.mil/index.cfm?fa=card&service_provider_id=14350&site_id=256&service_category_id=14)

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-----Original Message-----

From: [REDACTED] CIV USARMY (US)  
Sent: Thursday, September 24, 2015 2:28 PM  
To: [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Cc: [REDACTED] CIV USARMY HQDA ACA (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ASC 406 AFSB (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ACC MICC (US)  
Subject: RE: Refuel Contract Dilemma

Afternoon all.

I have a few things I would like to understand better about this situation.

1. Under what method was the property (Fuel Trucks) issued to the contractor so that he would "assume" the property belonged to him?
2. Who are the vehicles titled to? If the vehicles are Gov't Property, how did the contractor legally register these vehicles into his company's name?
3. When the contractor spent over 40K on registration, tag and title, did the costs for such get reimbursed to him by invoicing the contract?
4. Since PRIMUS is required to provide their own nozzles and instead wants to use [REDACTED] of the Gov'ts nozzles at a cost of approx. [REDACTED] each; isn't that a sufficient amount of consideration instead of reimbursing the 40k from the tag expenses?
5. Does the contract have the 52.245-1 & -9 clauses? (I didn't see the clauses when I looked over the contract)

V/R,

[REDACTED]  
Property Administrator  
Mission & Installation Contracting Command MICC - Fort Benning Contracting Office  
6600 Meloy Drive, Suite 250  
Fort Benning, GA 31905-1300

Commercial: 706.626.1054 DSN: 835  
[REDACTED]

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-----Original Message-----

From: [REDACTED] CIV USARMY ACC MICC (US)  
Sent: Thursday, September 24, 2015 1:13 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Cc: [REDACTED] CIV USARMY HQDA ACA (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ASC 406 AFSB (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY (US); [REDACTED] CIV USARMY ACC MICC (US)  
Subject: RE: Refuel Contract Dilemma

This sounds like a good deal and I would endorse it however, I still have



issues about whether this can be done.

I need my 1103 Property Administrator to comment on the feasibility of this plan. [REDACTED]

If she says it is possible to do this to get the trucks on the books as GFE, then I will endorse this plan with no reservations.

[REDACTED]  
INTERIM DIRECTOR  
FT RUCKER, AL

334-255-3404

BB [REDACTED]  
[REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Thursday, September 24, 2015 11:28 AM  
To: [REDACTED] CIV USARMY ACC MICC (US)  
Cc: [REDACTED] CIV USARMY HQDA ACA (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ASC 406 AFSB (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Subject: Refuel Contract Dilemma

[REDACTED]  
Our team [listed on CC line] believe that we've come up with an equitable solution for the Refuel Contract dilemma [6 fuel trucks & 1 pick-up truck] purchased with government funds.

PRIMUS has agreed [through COR] to return the trucks to Government IOT be provided back to them as GFE; however, they would like reimbursement for tag/title expenses [~\$40k] as well as any de-title charges.

PRIMUS has also stated that they need ~50 of the government provided CCR nozzles. The contract states that they will provide their own nozzles. The cost to purchase one [1] new CCR nozzle is [REDACTED] \* [REDACTED] = [REDACTED].

The refuel trucks are brand new and have not be used at all, but will VERY soon be put into service for the LUH-72 integration.

The nozzles are not new, but are serviceable. They are government owned and are maintained on a DA 2062 Hand Receipt.

We believe that allowing PRIMUS to keep [REDACTED] nozzles through the remainder of their contract would be an equitable exchange for any cost associated with tag/title expenses.

We understand that you are wrapped-up with EOY closeout, but would greatly appreciate your review of this recommendation. If you agree with our recommendation, will you endorse this COA so that we may pursue a legal review?

The [REDACTED] is standing by awaiting your guidance of execution.

Thank you so much for your attention in this matter.

v/r,

[REDACTED]  
Chief, Supply & Services Division  
Logistics Readiness Center  
Comm: (334) 255-9240  
DSN 558-9240

[REDACTED].civ@mail.mil

"He who walks in integrity walks securely....." Proverbs 10:9



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: New Refuel Trucks Status  
**Date:** Wednesday, December 13, 2017 4:04:17 PM

---

[REDACTED]

This is the only way in which I communicated my assessment of the situation to the activities.

Thanks  
[REDACTED]  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC (US)  
**Sent:** Wednesday, December 13, 2017 3:38 PM  
**To:** [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
**Subject:** FW: New Refuel Trucks Status

-----Original Message-----

**From:** [REDACTED] USARMY ASC 406 AFSB LRC (US)  
**Sent:** Thursday, February 11, 2016 3:19 PM  
**To:** [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
**Cc:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY AVNCOE (US) <[REDACTED]>; [REDACTED] CIV USARMY ACC MICC (US) <[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY HQDA ACA (US) <[REDACTED]>  
**Subject:** FW: New Refuel Trucks Status

[REDACTED]  
[REDACTED]

Thank you for your response. I need to brief our new [REDACTED] as he is unaware of this situation and will advise.

y/r  
[REDACTED]  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC (US)  
**Sent:** Thursday, February 11, 2016 1:11 PM  
**To:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
**Cc:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY AVNCOE (US) <[REDACTED]>; [REDACTED] CIV USARMY AVNCOE (US) <[REDACTED]>



USARMY ACC MICC (US) [REDACTED] >  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US) >;  
[REDACTED] CIV USARMY HQDA ACA (US)  
<[REDACTED] >

Subject: RE: New Refuel Trucks Status

All,

I've done some further research on the subject. MOD 00036 and the [REDACTED] obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.

I hope crosses both items 1 and 2 (?) off this list. Please engage [REDACTED] (your Contract Administrator) on the other items via a formal modification request, expressing what exactly the issues are and/or what your asking relief from and we will make every effort to help.

Thanks for all you do.

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Wednesday, February 03, 2016 12:26 PM  
To: [REDACTED] CIV USARMY ACC (US) [REDACTED] >  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) >; [REDACTED] CIV USARMY AVNCOE (US) >; [REDACTED] CIV USARMY ACC MICC (US) <[REDACTED]>; Ingram, [REDACTED] >; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: FW: New Refuel Trucks Status

The PA Appointment for [REDACTED] is attached. Not positive that these are still good, but paragraph 4 states that "This appointment shall remain in effect through the life of the contract unless sooner revoked in writing by an appointing official...." Please advise either way.

Also, would greatly appreciate status and/or guidance on the issues listed below which have been in discussion for months.

- [1] 6 Fuel trucks
- [2] 1 Pick-up truck
- [3] 97 CCR Nozzles
- [4] \$28k Goldberg repair parts
- [5] All changes that need to be made to current contract
- [6] PWS revision
- [7] New contract - decision whether new contract should be Cost Plus for

Firm Fixed  
[8] Fixed Fuel Initiative

Sir, I realize that the baton was passed to you very recently, but we desperately need your support in resolving these issues as we are running out of time.

I look forward to hearing from you.

v/r,

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Thursday, January 28, 2016 7:40 AM  
To: [REDACTED] CIV USARMY ACC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ACC  
MICC (US) <[REDACTED]>; [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

Thank you very much Sir. We do not have PA orders for anyone and it was my understanding a nomination was already sent. Once I have the information you mentioned in your email and the PA orders (or amendment to the COR orders to reflect PA duties) then I can proceed. Please advise.

Thank you.

[REDACTED]  
Installation Property Book Officer  
BLDG 1215, 18th Street  
Fort Rucker, AL 36362  
DSN 558-3403  
COM: 334-255-3403

STATEMENT of LIMITATION of AUTHORITY

You are hereby notified that I DO NOT have the authority to direct you in any way to alter your contractual obligation. Further, if the Government, as a result of the information obtained from today's discussion DOES desire to alter your requirements, changes will be issued in writing and signed by the contracting officer. You should take no action on any change unless and until you receive such a contract modification.

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, January 27, 2016 6:19 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY ASC 406  
AFSB LRC (US) <[REDACTED]>  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ACC



MICC (US) <[REDACTED]>: [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

All,

[REDACTED] is preparing a DRAFT modification to correct the issue of the six (6) fuel trucks. The PWS, List of GFP/GFM/GFE and contract terms and conditions will be changed to reflect this action and incorporate the appropriate GFP clauses. Additionally, monies from depreciation and tax, tags, and registration will be accounted for. The DRAFT will be sent to [REDACTED] for review to see if there is anything she wishes to add from a Property Book perspective. There will not be a Release of Claims issued with this modification, so that if after Gov't inspection we need to off-set the contractor for maintenance we can do so. After wish a release of claim will be issued.

I hope this satisfies everyone's interests and corrects the issue going forward.

Thank you [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:10 AM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] >: [REDACTED] CIV USARMY ACC (US)  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] >: [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>: [REDACTED] CIV USARMY ACC  
MICC (US) <[REDACTED]>: [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

Thank you [REDACTED]

In addition, in order to begin this transfer of assets to a GFE listing, I will need PA orders and a TE which lists all equipment that will need to be on the GFE Asset Listing. This should include the trucks as well as all the equipment currently on the POL hand receipt.

[REDACTED]  
Installation Property Book Officer  
BLDG 1215, 18th Street  
Fort Rucker, AL 36362  
DSN 558-3403  
COM: 334-255-3403

STATEMENT of LIMITATION of AUTHORITY

You are hereby notified that I DO NOT have the authority to direct you in any way to alter your contractual obligation. Further, if the Government, as a result of the information obtained from today's discussion DOES desire to alter your requirements, changes will be issued in writing and signed by the

contracting officer. You should take no action on any change unless and until you receive such a contract modification.

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:04 AM  
To: [REDACTED] CIV USARMY ACC (US) >  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) >  
MICC (US) <[REDACTED]> CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: New Refuel Trucks Status

Directional [REDACTED]  
[REDACTED]

Based on our last meeting we had you informed us that you were going to finish up the process to get the 6 ea. New Refuel Trucks back into the government hands for [REDACTED] Our IPBO [REDACTED] is back at work now and is awaiting any guidance or direction you may have for us on moving forward on this endeavor. Also I am available to assist anyway I can on the matter as well.

[REDACTED]  
[REDACTED]  
[REDACTED]





**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Subject Trucks  
**Date:** Wednesday, December 13, 2017 4:17:18 PM

---

[REDACTED]

Again, this was my assessment and communication with the customer on the subject.

Thanks  
Director, MICC Fort Rucker

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, December 13, 2017 3:21 PM  
To: [REDACTED] CIV USARMY ACC (US) >  
Subject: FW: Subject Trucks

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, April 06, 2016 2:24 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]> CIV USARMY AVNCOE (US)  
<[REDACTED]> Director MICC CIV USARMY ASC  
406 AFSB LRC (US) <[REDACTED]>  
Cc: Contracting Specialist CIV USARMY HQDA ACA (US)  
<[REDACTED]> CIV USARMY ACC  
MICC (US) <[REDACTED]>  
Subject: RE: Subject Trucks

[REDACTED]  
Contracting Office Representative (COR) or  
Whistleblower

Thanks for the email. I said it was a good point and I would consider it, however I have considered it and again I revert back to my original assessment of the situation that we didn't buy trucks we bought expanded fuel services and expand maintenance services. If we wanted to buy trucks we should have gone through all the appropriate protocols do so. I am not pursuing an audit, however if the LRC wishes to do so, you may do so through your appropriate channels.

Thanks for all you do.  
Director, MICC Fort Rucker

Director, MICC  
Director, MICC Fort Rucker, AL  
PH: 334-255-3404  
E-mail: [REDACTED]  
BB: [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Wednesday, April 06, 2016 1:22 PM



To: [REDACTED] CIV USARMY ACC (US) [REDACTED]  
Subject: Subject Trucks

[REDACTED]

During our PWS working group meeting we had a couple of weeks ago, you stated that you were going to bring in a audit team to re-visit the Truck situation.

Have we did anything on this matter yet? Please let me know what you inrtend to do on this matter please.

Contracting Officer Representative  
(COR) at Whistleblower  
[REDACTED]

Refuel/Defuel COR  
FT Rucker LRC  
Bldg 800  
Work 334-255-1789  
Cell [REDACTED]





# FUEL /DEFUEL CONTRACT AT FORT RUCKER

9 June 2016

## ASC Investigator

Team Lead - Retail Supply, Bulk Fuel, HAZMAT  
Supply & Services Division  
Installation Logistics Directorate (ILD)  
U.S. Army Sustainment Command  
DSN: 312-793-0840 / Comm: (309) 782-0840  
ASC Investigator

## ASC Investigator

Chief, Supply and Services Division  
Installation Logistics Directorate  
U.S. Army Sustainment Command  
DSN: 793-8361 COMM: 309-782-8361  
ASC Investigator







# Standards

Current Contract Officer Representative (COR) is enforcing the Army Material Command (AMC) / Army Sustainment Command (ASC) COR Standards. In performance of monitoring of this contract is creating friction points with the contractor in "interpretation" of the Performance Work Statement (PWS).

Current contractor is "selectively choosing" which <sup>TASK</sup> ~~Contract Line Item Numbers~~ (CLINS) to perform and its primary is to "fuel airframes and nothing else". CDRLS are not being cross referenced with the PWS. <sub>no</sub>

Contractor is avoiding DLA required Point of Sale devices. This will provide Government with factual data to support actual work load efforts and time required to fuel total fleet.

Service -  
W+K end -  
Warrior Refuel -





# AVCoE

Requirement office has poorly defined the work load efforts. Flight schedule requirements based upon minutes to refuel airframes and contention regarding de-fueling operations. What is the true time of effort? *LUH72 -> Resulted to AVCoE and require workload is being discovered.*

Full determination of schedule and stop watch philosophy of Re-Fueling and De-Fueling during fielding UH72 for the vendor to propose against. Which has resulted in fuzzy interpretations of contract intent allowing contractor to inflate effort requirement. *for*

AVCOE Deputy G4 [REDACTED] has stated they could not get this mission done without LRC COR/QA technical support. Instrumental efforts by LRC in development of IGE and Technical Representation.

There is no UH72 regulation or technical manuals for contractor to follow in meeting re-fuel / de-fuel operations. Current issue with nozzle is creating friction point with contractor regarding "fuel splash back and claims of no TM reference". *This is being charged by BA aircraft PM or OEM manufacturer for approval.*



# MICC

Unstable supervision of contract officers. There has been 3 temp Directors - current director now on station only 6 months. No continuity of decisions and development of PWS / Contract Negotiations'. (Historical Record Lacking within EDA) *PCF*

KO authorizing purchase of equipment on a Firm fixed price contract which states vendor will provide all needed equipment to perform all function for aircraft re-fuel / de-fuel (PWS para 1.2). Current issue is the purchase of 6 fuel tankers (MOD 36 CLIN 2008), 1 pickup (MOD 34 CLIN 1011), and have provided miscellaneous equipment valued 500k (Contractor GFP List). Total Contractor Acquired Property (CAP) \$2.2 mil estimate from MOD review.

Current MICC director has stated that tanker procurement Modification #36 (with government funds) tankers belong to the contractor and will not reopen dialogue. Current issue is CAP and be would recovered at the conclusion of the contract. Ms. Sheri First, PM for Contractor stated "gov't provided funding to purchase the vehicles which has a residual value that the government would have to pay to complete purchase. The personnel to operate equipment was not included in CLIN."

KO has just started to (Mar 16) engage and corporate headquarters due to friction with local PM.

UNCLASSIFIED

*TEAM Rucker*

*FAI 2 class  
S.G.'s  
52 254-1  
CAP  
The work  
substance  
includes  
recovered  
recovery  
deliverable*



# CONTRACTOR

Discussion -

includes PWS

Not fulfilling complete PWS requirements and selectively executing GLINs to meet their end state.

No clear understanding of the total requirement and government expectations. "we have done things this way for 20 years and we aren't going to change".

APOSD has not been fully accepted nor used after installation within the vehicles. Slow walking implementation. Point of sale is very specific in meeting accountability standards and date time-group of activities.

Anything other than re-fuel and de-fuel expectations are not being met IAW PWS.



Operating outside of ASC / LRC BLS / CLS in management (COR / QAE) of this contract. This is solely within the realm of AVCoE and school G3 / G1 / G4.

COR / QAE positions should either be reimbursable or authorized under AVCoE. The COR is managing oversight LRC installation fuel point and both contracts for fuel lab & Aircraft Re-Fueling operations.

LRC Director wants proper alignment of funding for COR & QAE or transition mission to AVCoE.

Reengage next support agreements  
w/ TRADOC





# RECOMMENDATION

*TASKS*

Review current PWS and Modify to remove redundant ~~CLINs~~ effort

- a) WARM Refuel vs HOT Refuel – This is not doctrinal terminology and can not be reference back to a Regulation or Field Manuals. Anytime engine is running should be considered HOT.
- b) Weekend response as required outside of Cairns Base field. Since Cairns is already operational 24/7 and requirements can be meet from Cairns on weekend having additional requirement is redundant.

Formal Contract Review to discover who actual owns the fuels truck within the current fleet. ~~Since vehicles have been passed between contractor to contractor during the history of the effort.~~ Concern is trend with government providing equipment and no accountability. (Formal DCMA Review)

Stop procuring and providing equipment to the contractor. This is a Firm Fixed Price contract and the vendor is required to provide all necessary equipment to meet requirements. For example the purchase of 6 fuel tankers and 1 pickup truck with Government funds at @ \$2 million. These now need to be recovered at the end of the contract as they will be revert to government own equipment.

UNCLASSIFIED

*FF CAP*





# RECOMMENDATION

Enforce all aspects of PWS requirements be meet. Example – Para 1.2 Maintenance of dispensing equipment associated with +100 additive will be provided by the contractor. The 1000 gallon Additive+100 tanks are considered dispensing equipment and the contractor should be directed to maintain IAW with the PWS.

## Fuel Accountability:

Fuel discrepancies maybe associated with the non-climatic adjusted meters at the bulk fuel yards. Recommend a SRM project for APC to install climatic meters.

Enforce - Para 4.1.9 – Government may provide, install and maintain Automated Point of Sale Device (APOS) equipment. Contractor shall utilize automated point of sale equipment furnished as GFE, if deemed advantageous to the Government.

*This is a  
Gov't Issue*

UNCLASSIFIED



# Question

UNCLASSIFIED



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Rucker Refuel/Defuel Teleconference today at 1500 (UNCLASSIFIED)  
**Date:** Wednesday, December 13, 2017 4:06:15 PM  
**Attachments:** [Ft Rucker Fuel Defuel Contract V3.pptx](#)  
**Importance:** High

---

[REDACTED]

This is the brief that was presented at the 12 July meeting between SES's. Again, at no time, and/or to my knowledge, did any Senior Leaders, request a change to the Course-of-Action with regard to CAP.

Thanks,  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC (US)  
**Sent:** Wednesday, December 13, 2017 3:32 PM  
**To:** [Director, MICC-Fort Rucker](#)  
**Subject:** FW: Rucker Refuel/Defuel Teleconference today at 1500 (UNCLASSIFIED)  
**Importance:** High

-----Original Message-----

**From:** [Mark Director](#) USARMY ACC MICC (US)  
**Sent:** Thursday, July 07, 2016 11:11 AM  
**To:** [Director, MICC-Fort Rucker](#)  
**Subject:** FW: Rucker Refuel/Defuel Teleconference today at 1500 (UNCLASSIFIED)  
**Importance:** High

CLASSIFICATION: UNCLASSIFIED

CLASSIFICATION: UNCLASSIFIED

Hi [REDACTED]

Your earlier note to the CG entailed notifying him of a meeting between TRADOC, ASC and ACoE around the 12th.

I got a note that a pre-meeting will discuss the same issues at 1500, today (slides enclosed). If you're available, tune in...

Thanks.

d/

-----  
Contracting for Soldiers!  
MILDER/MICC LNO to TRADOC - Fort Eustis

TAB  
AA AA-1

-----Original Message-----

From: [REDACTED] CIV USARMY TRADOC (US)  
Sent: Thursday, July 07, 2016 11:21 AM  
To: [REDACTED] CIV USARMY TRADOC (US); [REDACTED] CIV  
USARMY TRADOC (US); [REDACTED] Interim Director USARMY ACC MICC  
(US) Interim Director [REDACTED]  
Subject: Rucker Refuel/Defuel Teleconference today at 1500 (UNCLASSIFIED)  
Importance: High

CLASSIFICATION: UNCLASSIFIED

[REDACTED], [REDACTED], [REDACTED] -  
Please see message below regarding issues with the subject requirement. [REDACTED]

[REDACTED] Recommend your participation in today's teleconference at 1500, if at all possible.

Per slides 8 and 9 there are recommendations for modification to the PWS.

Highlights from the attached slides:

- \* friction points with the contractor in "interpretation" of tasks (slide 2)
- \* contractor is selectively choosing which tasks...to perform (slide 2)
  - This contract was established with no Contractor Deliverables (slide 6)
- \* Determination of how to place DLA required Point of Sale devices...delaying the accurate accountability of fuel being placed into aircraft (slide 2)
  - Accountability of fuel is a challenge and there has been 13 month of reportable losses (slide 4)
- \* poorly defined work load efforts are based on time only (slide 3)
- \* UH 72 support expansion requirement was provided with little analysis and scope (slide 3)
- \* Duplicative efforts - Example weekend refuel/defuel when Cairns AAF operates 24/7 (slide 3)
- \* lack of beneficial and productive communication between the contracting officer and the COR (slide 5)
  - Responses from the contractor are not relayed to the COR (slide 5)
  - Impression that the contracting office does not want to engage the contractor with corrective action - after 3 years of performance with continued resistance to compliance with tasks within the PWS the Contracting office has just begun to engage (slide 5)
- \* expansion of services that occurred in 2014 has resulted in the acquisition of equipment that has not been put into use. Is the funding for the purchase of equipment by a contractor and allowing that contractor to retain that equipment at the conclusion of the contract in the best interest of the Government? (slide 6) Need to enforce the stipulations of this Firm Fixed Price contract and stop procuring and providing equipment to the contractor. The contract clearly states that the contractor is required to provide all necessary equipment to meet requirements. (slide 8)

-----Original Appointment-----

From: USARMY Ft Rucker AvnCoE Mailbox CMD G1-4  
Sent: Thursday, July 07, 2016 10:27 AM  
To: USARMY Ft Rucker AvnCoE Mailbox CMD G1-4; [REDACTED] LTC USARMY AVNCOE (US);  
[REDACTED] CIV USARMY AVNCOE (US); [REDACTED] CIV USARMY AVNCOE (US);  
[REDACTED] CIV USARMY TRADOC (US); [REDACTED] CIV USARMY TRADOC (US);  
[REDACTED] CIV (US); [REDACTED] CIV USARMY TRADOC (US); [REDACTED] CIV  
USARMY TRADOC (US); [REDACTED] CIV USARMY TRADOC (US); [REDACTED] CIV  
USARMY AVNCOE (US); [REDACTED] CIV USARMY AVNCOE (US); [REDACTED] CIV  
USARMY AVNCOE (US); [REDACTED] CIV USARMY ACC (US); [REDACTED] CIV USARMY  
ACC MICC (US); [REDACTED] CIV USARMY ACC (US); [REDACTED] CIV USARMY  
Director, LRC [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY  
ASC 406 AFSB (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)



Subject: Refuel/Defuel Teleconference - TRADOC/Fort Rucker

When: Thursday, July 07, 2016 2:00 PM-3:00 PM (UTC-06:00) Central Time (US & Canada).

Where: Teleconference

TRADOC G-4 has requested a teleconference this afternoon (Thurs) at 1400 CDT. Dial-in number is 334/255-0114 com; 558-0114 Topic will be the Refuel/Defuel Contract and the VIP/SES visit Tuesday 12 JUL 16 at Fort Rucker. VIP's expected are [REDACTED] - DtCG USAACE, [REDACTED] - TRADOC G1/G4, SES Cartwright - DtCG ASC, [REDACTED] TRADOC G-4, [REDACTED] ASC. Issues related to the contract that were brought to light by ASC fact finding team (see attachment) will be discussed. If someone has been overlooked please forward.

CLASSIFICATION: UNCLASSIFIED

CLASSIFICATION: UNCLASSIFIED

CLASSIFICATION: UNCLASSIFIED





# FUEL /DEFUEL CONTRACT AT FORT RUCKER 9 June 2016

AA-2

## ASC Investigator

Team Lead - Retail Supply, Bulk Fuel, HAZMAT  
Supply & Services Division  
Installation Logistics Directorate (ILD)  
U.S. Army Sustainment Command  
DSN: 312-793-0840 / Comm: (309) 782-0840

ASC Investigator

## ASC Investigator

Chief, Supply and Services Division  
Installation Logistics Directorate  
U.S. Army Sustainment Command  
DSN: 793-8361 COMM: 309-782-8361

ASC Investigator





# Standards

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# RECOMMENDATION

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Example – Para 1.2 Maintenance of dispensing equipment associated with +100 additive will be provided by the contractor. The 1000 gallon Additive+100 tanks are considered dispensing equipment and the contractor should be directed to maintain IAW with the PWS.

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Fuel discrepancies maybe associated with the non-climatic adjusted meters at the bulk fuel yards. Recommend a SRM project for APC to install climatic meters.

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# Question





# FUEL /DEFUEL CONTRACT AT FORT RUCKER

9 June 2016

B-1  
TAB  
BB

## ASC Investigator

Team Lead - Retail Supply, Bulk Fuel, HAZMAT  
Supply & Services Division  
Installation Logistics Directorate (ILD)  
U.S. Army Sustainment Command  
DSN: 312-793-0840 / Comm: (309) 782-0840  
ASC Investigator

## ASC Investigator

Chief, Supply and Services Division  
Installation Logistics Directorate  
U.S. Army Sustainment Command  
DSN: 793-8361 COMM: 309-782-8361  
ASC Investigator



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# Question

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: UPDATE: CCIR FWA Refuel/Defuel Contract Fort Rucker  
**Date:** Thursday, December 14, 2017 1:08:35 PM  
**Attachments:** [RUCKER Refuel Defuel Contract W91247-12-C-0023 Purchase of seven \(7\) trucks \(MODs 34 36 and 43\).msg](#)  
[Updated Slides.msg](#)

---

[REDACTED]  
Field Director  
FDO-Fort Eustis  
Mission and Installation Contracting Command (MICC)  
"Contracting for Soldiers"  
Phone : (757) 878-7088  
[REDACTED]  
Fax: (757) 878-7906  
DSN 826

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC (US)  
**Sent:** Tuesday, July 12, 2016 8:31 PM  
**To:** [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC MICC (US)  
**Subject:** FW: UPDATE: CCIR FWA Refuel/Defuel Contract Fort Rucker

Sirs,

Attended several meetings with [REDACTED], [REDACTED], and [REDACTED] today. There were no further concerns or actions required of us on the subject of the refuel/defuel contract other to continue to work with the customer on revisions to the PWS. The issue of GFE has been put to rest.

Thank you,  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC (US)  
**Sent:** Thursday, July 07, 2016 9:03 AM  
**To:** [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC MICC (US)  
**Subject:** UPDATE: CCIR FWA Refuel/Defuel Contract Fort Rucker

Sirs,

An update on the subject of Refuel/Defuel contract. [REDACTED], SES, Deputy Chief of Staff, G-1/4, TRADOC and [REDACTED], DtCG ASC are scheduled to visit Ft. Rucker on 12 July. They will meet with [REDACTED] to discuss issues associated with the requirements, PWS, GFP and contractor performance. ASC has some proposed actions (listed at the bottom of this email chain). I suspect our office will be involved in some of the meetings scheduled for the 12th.

Additionally, we've just been notified of a telecom happening at 1500 East /1400 Cent, as an information session regarding the same as above.

746  
CC-1

Not sure where this will all end up but wanted to keep all aware.

Thanks,

[REDACTED], DAC

Director

Mission and Installation Contracting Command MICC-Ft. Rucker Building 5700 Rm 380 Fort Rucker, AL 36362-5105

Phone: Comm 334-255-3404 /DSN 558-3404 [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY AVNCOE (US)

Sent: Wednesday, June 29, 2016 8:46 AM

To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US);

[REDACTED] CIV USARMY ACC (US);

Cc: [REDACTED] LTC USARMY AVNCOE (US);

[REDACTED] CIV USARMY ACC MICC (US)

Subject: FW: Rucker Travel

SIR,

Heads up for 11-13 July.

[REDACTED]  
USAACE G-4

Fort Rucker, AL 36362

334/255-0217 COM; 558-0217 DSN

-----Original Message-----

From: [REDACTED] COL USARMY TRADOC (US)

Sent: Wednesday, June 29, 2016 8:18 AM

To: [REDACTED] COL USARMY ASC (US); [REDACTED] CIV  
USARMY ASC (US); [REDACTED] LTC USARMY AVNCOE (US)

[REDACTED] CIV USARMY AVNCOE (US)

Subject: FW: Rucker Travel

All, see the note below; [REDACTED] has a visit to Rucker 11-13 July.

Fred, please confirm that this works for [REDACTED]. Best, [REDACTED]

-----Original Message-----

From: [REDACTED] SES USARMY TRADOC (US)

Sent: Tuesday, June 28, 2016 7:24 PM

To: [REDACTED] SES USARMY AVNCOE (US);

Cc: [REDACTED] COL USARMY TRADOC (US);

[REDACTED] CIV USARMY TRADOC (US); [REDACTED] CPT USARMY AVNCOE  
(US); [REDACTED] CIV USARMY AVNCOE (US)

[REDACTED] CIV USARMY TRADOC (US);

[REDACTED] CIV USARMY TRADOC (US)

Subject: Re: Rucker Travel

Sounds good. Thanks.

[REDACTED], SES  
Deputy Chief of Staff, G-1/4  
U.S. Army Training and Doctrine Command  
Office: 757-501-6832  
Original Message

From: [REDACTED] SES USARMY AVNCOE (US)  
Sent: Tuesday, June 28, 2016 7:18 PM  
To: [REDACTED] SES USARMY TRADOC (US)  
Cc: [REDACTED] COL USARMY TRADOC (US); [REDACTED] CIV USARMY TRADOC (US); [REDACTED] CPT USARMY AVNCOE (US); [REDACTED] CIV USARMY AVNCOE (US)  
Subject: RE: Rucker Travel

[REDACTED], That week looks good. I was planning on heading up to JBLE on the 13th to visit with the 128th and to meet with [REDACTED] and [REDACTED] on the 14th and you if you were in. We would love to have you visit. If you came in on the 11th we could host you on the 12th and the morning of the 13th then we work a MIL air return. Let's talk tomorrow and shape your visit. Russ

-----Original Message-----

From: [REDACTED] SES USARMY TRADOC (US)  
Sent: Tuesday, June 28, 2016 5:32 PM  
To: [REDACTED] SES USARMY AVNCOE (US); [REDACTED]  
Cc: [REDACTED] COL USARMY TRADOC (US); [REDACTED]  
[REDACTED] CIV USARMY TRADOC (US); [REDACTED]  
Subject: FW: Rucker Travel

[REDACTED], hope all is well. My guys have proposed me coming down the week of 11 July for a day or two to work the contracts' issue and do a site visit (I've never been to Rucker!). Want to do this, but don't want to impose on you...please let me know your thoughts on me coming down and also if we need a visit to resolve the contract issue. Thanks. [REDACTED]

[REDACTED], SES  
Deputy Chief of Staff, G-1/4  
U.S. Army Training & Doctrine Command

-----Original Message-----

From: [REDACTED] COL USARMY TRADOC (US)  
Sent: Tuesday, June 28, 2016 11:01 AM  
To: [REDACTED] SES USARMY TRADOC (US); [REDACTED]  
Cc: [REDACTED] CIV USARMY TRADOC (US); [REDACTED]  
[REDACTED] CIV USARMY TRADOC (US); [REDACTED]  
Subject: FW: Rucker Travel

Sir,

I recommend that we go down to Fort Rucker on 13-14 July and conduct a Joint Meeting with ASC and Rucker to discuss Rucker Fuel Contract Issues.

Your calendar is clear and supports that time frame; [REDACTED] is confirming that [REDACTED] calendar is free on 13-14 July. I spoke with the G4 at Rucker so that they could make sure that [REDACTED] is tracking and supports. This is also an excellent opportunity to do a site visit there to see the operation.



We will continue to develop the situation with position and information papers so that we are fully prepared to resolve.

Your thoughts? VR, [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC (US)

Sent: Monday, June 20, 2016 3:33 PM

To: [REDACTED] COL USARMY TRADOC (US)

Cc: [REDACTED] COL USARMY ASC (US)

Subject: Re: Rucker Travel

Yes. He is available week of 11-15 July if [REDACTED] is.

Joe

Sent from my BlackBerry 10 smartphone.

Original Message

From: [REDACTED] COL USARMY TRADOC (US)

Sent: Saturday, June 18, 2016 4:18 AM

To: [REDACTED] CIV USARMY ASC (US)

Cc: [REDACTED] COL USARMY ASC (US)

Subject: RE: Rucker Travel

[REDACTED], thanks. Hope all is well there. Whatever happened between AMC and IMCOM we don't care either way... we are the customer. We already paid the bill. You will have a hard time convincing anyone at TRADOC to pay twice.

You think [REDACTED] will attend if [REDACTED] goes?

VR [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC (US)

Sent: Friday, June 17, 2016 3:00 PM

To: [REDACTED] COL USARMY TRADOC (US)

Cc: [REDACTED] COL USARMY ASC (US)

Subject: Re: Rucker Travel

Can definitely attend or Col H. I'll be out till 30 June.

As to the transfer... should have been QAAF, not QLOG. So, not sure why the. DOL / LRC was left in the middle.

[REDACTED]  
Sent from my BlackBerry 10 smartphone.

Original Message

From: [REDACTED] COL USARMY TRADOC (US)

Sent: Friday, June 17, 2016 12:12 PM

To: [REDACTED] CIV USARMY ASC (US)

Cc: [REDACTED] COL USARMY ASC (US)

Subject: Rucker Travel

[REDACTED], I propose a joint travel to Rucker... I am discussing this with [REDACTED] and perhaps it would be a good time to discuss with [REDACTED]. I think that it would be good to get together with the Rucker team and Leadership to discuss the points below.

Reference reimbursement, funding or mission transfer for the KO/COR/QAE mission I'm not sure why ASC is pursuing this. TRADOC transferred a 16 person POL Section to IMCOM; AMC acquired the mission from IMCOM and the resources.

Call me; we can chat. [REDACTED]

I propose something between 11-15 July. VR, [REDACTED]

---

Hope all is well.

As I mentioned a couple weeks ago, some issues with the fuel contract at ACoE at Fort Rucker exist.

Believe the ACoE G-4, [REDACTED], is aware of some of the issues.

- One of the issues is that the contract deliverables are poorly defined or not at all.

- A second issue resolves around the KO assisting the CoR with documenting Ktr deficiencies, whether it deals with fuel losses or inflated requirements.

- Another issue deals with the government providing funds to the Ktr to purchase tankers, fuel nozzles, etc. In this case, believe TRADOC provided approx \$1M to the Ktr to purchase fuel tankers. As we spoke previously, believe 6 are authorized by the PoI but am unsure why the government provided the funds. As a firm fixed price contract, believe the PWS stated the Ktr was to provide all equipment. Once paid, it may or may not be government furnished equipment.

- Additionally, the LRC has two full time permanent authorizations tied up in COR and QAE duties in support of the TRADOC requirement.

Accordingly, ASC will take the following actions:

- ASC will address the contract issues in a formal memorandum thru MICC to MICC Rucker, asking for the KO to assist the COR. We will share that with you once drafted.

- ASC asks that TRADOC provide reimbursement for one COR and one QAE to provide these service thru FY 2018; however, in FY 2019, the expectation would be that TRADOC ACoE provide the COR and QAE.

- ASC will confirm, given it is a firm fixed price contract, who owns any equipment purchased.

- ASC will work with TRADOC on the future acquisition strategy to address contract deliverables, etc.

- The COR will properly, formally document deficiencies, and the KO will require the Ktr to document corrective actions . . . to include fuel loss / accountability issues.

Both ILD's pax who visited Rucker last week are out the remainder of this week, but will look to set up a session the first week of July to discuss in more detail.

[REDACTED]  
[REDACTED]  
TRADOC Director of Logistics  
Office: (757) 501-6924



**CIV USARMY ACC MICC (US)**

---

**From:** [REDACTED] CIV USARMY ASC (US) [REDACTED]  
**Sent:** Friday, June 17, 2016 9:45 AM  
**To:** [REDACTED] CIV USARMY ACC (US); [REDACTED] CIV USARMY AVNCOE (US)  
**Cc:** [REDACTED] CIV USARMY ASC (US)  
**Subject:** Updated Slides  
**Attachments:** Ft Rucker Fuel Defuel Contract V3.pptx

Gentlemen

Here is the updated slides from our visit. As before comments are always welcome.

Respectfully;

[REDACTED]

[REDACTED]  
Chief  
Supply and Services Division  
Installation Logistics Directorate  
AMSAS-SPI-S  
U.S. Army Sustainment Command  
Rock Island, IL  
DSN: 793-8361  
COMM: 309-782-8361

[REDACTED]

CC-2







**U.S. ARMY**



# **FUEL /DEFUEL CONTRACT AT FORT RUCKER**

**9 June 2016**

**ASC Investigator**

Team Lead - Retail Supply, Bulk Fuel, HAZMAT  
Supply & Services Division  
Installation Logistics Directorate (ILD)  
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Fuel discrepancies maybe associated with the non-climatic adjusted meters at the bulk fuel yards. Recommend a SRM project for APC to install climatic meters.

Implement and enforce - Para 4.1.9 – Government may provide, install and maintain Automated Point of Sale Device (APOS D) equipment. Contractor shall utilize automated point of sale equipment furnished as GFE, if deemed advantageous to the Government.



U.S. ARMY



# Question



**From:** [REDACTED] CIV USARMY ACC (US)  
**To:** [REDACTED] CIV USARMY ACC MICC (US); [REDACTED] CIV USARMY ACC MICC (US)  
**Subject:** RUCKER: Refuel / Defuel Contract: W91247-12-C-0023 Purchase of seven (7) trucks (MODs 34, 36, and 43)  
**Date:** Friday, June 10, 2016 3:26:40 PM  
**Attachments:** [Ft Rucker Fuel Defuel Contract V2.pptx](#)  
[RE Subject Trucks \(7.66 KB\).msg](#)  
[Info Paper on Refuelling.pdf](#)  
[MICC CCIR MICC-Fort Rucker Fraud Waste Abuse FWA.docx](#)

---

Mr. [REDACTED]

Several documents attached.

- 1) ASC "Outbrief" of Findings. (Not a lot of analysis in this document, more speculation than fact).
- 2) My email stating I would not look further into taking the trucks into the USG inventory as CAP.
- 3) [REDACTED] INFO paper on the subject and his Recommendation Actions.
- 4) MICC CCIR as you see appropriate.

I've shared my perspective on this, but I thank you for taking another look at it.

Thanks,

[REDACTED]

[REDACTED], DAC

Director

Mission and Installation Contracting Command

MICC-Ft. Rucker

Building 5700 Rm 380

Fort Rucker, AL 36362-5105

Phone: Comm 334-255-3404 /DSN 558-3404 /BB: 334-464-4453

E-mail: [REDACTED]

cc-4



**CIV USARMY ACC MICC (US)**

---

**From:** [REDACTED] CIV USARMY ACC (US) [REDACTED]  
**Sent:** Wednesday, April 6, 2016 2:24 PM  
**To:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US); [REDACTED] CIV  
USARMY AVNCOE (US); [REDACTED] CIV USARMY ASC 406 AFSB (US)  
**Cc:** [REDACTED] CIV USARMY HQDA ACA (US); [REDACTED] CIV  
USARMY ACC MICC (US)  
**Subject:** RE: Subject Trucks  
**Signed By:** [REDACTED]

[REDACTED]

Thanks for the email. I said it was a good point and I would consider it, however I have considered it and again I revert back to my original assessment of the situation that we didn't buy trucks we bought expanded fuel services and expand maintenance services. If we wanted to buy trucks we should have gone through all the appropriate protocols do so. I am not pursuing an audit, however if the LRC wishes to do so, you may do so through your appropriate channels.

Thanks for all you do,  
[REDACTED]

[REDACTED]  
Director, MICC Fort Rucker, AL  
PH: 334-255-3404  
[REDACTED]  
BB: 334-464-4453

-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Wednesday, April 06, 2016 1:22 PM  
**To:** [REDACTED] CIV USARMY ACC (US) [REDACTED]  
**Subject:** Subject Trucks

Mr [REDACTED]

During our PWS working group meeting we had a couple of weeks ago, you stated that you were going to bring in a audit team to re-visit the Truck situation.  
Have we did anything on this matter yet? Please let me know what you inrtend to do on this matter please.

VR Ed

[REDACTED]  
Refuel/Defuel COR  
FT Rucker LRC  
Bldg 800

Work 334-255-1789  
Cell 678-913-9899





# FUEL /DEFUEL CONTRACT AT FORT RUCKER

9 June 2016

CC-5

ASC Investigator

Team Lead - Retail Supply, Bulk Fuel, HAZMAT  
Supply & Services Division  
Installation Logistics Directorate (ILD)  
U.S. Army Sustainment Command  
DSN: 312-793-0840 / Comm: (309) 782-0840

ASC Investigator

ASC  
Investigator

Chief, Supply and Services Division  
Installation Logistics Directorate  
U.S. Army Sustainment Command  
DSN: 793-8361 COMM: 309-782-8361

ASC Investigator





# Standards

Current Contract Officer Representative (COR) is enforcing the Army Material Command (AMC) / Army Sustainment Command (ASC) COR Standards. In performance of monitoring of this contract is creating friction points with the contractor in “interpretation” of the Performance Work Statement (PWS).

Current contractor is “selectively choosing” which Contract Line Item Numbers (CLINS) to perform and its primary is to “fuel airframes and nothing else”. CDRLS are not being cross referenced with the PWS.

Contractor is avoiding DLA required Point of Sale devices. This will provide Government with factual data to support actual work load efforts and time required to fuel total fleet.



# AVCoE

Requirement office has poorly defined the work load efforts. Flight schedule requirements based upon minutes to refuel airframes and contention regarding de-fueling operations. What is the true time of effort?

Full determination of schedule and stop watch philosophy of Re-Fueling and De-Fueling during fielding UH72 for the vendor to propose against. Which has resulted in fuzzy interpretations of contract intent allowing contractor to inflate effort requirement.

AVCOE Deputy G4 [REDACTED] has stated they could not get this mission done without LRC COR/QA technical support. Instrumental efforts by LRC in development of IGE and Technical Representation.

There is no UH72 regulation or technical manuals for contractor to follow in meeting re-fuel / de-fuel operations. Current issue with nozzle is creating friction point with contractor regarding "fuel splash back and claims of no TM reference".





# MICC

Unstable supervision of contract officers. There has been 3 temp Directors - current director now on station only 6 months. No continuity of decisions and development of PWS / Contract Negotiations'. (Historical Record Lacking within EDA)

KO authorizing purchase of equipment on a Firm fixed price contract which states vendor will provide all needed equipment to perform all function for aircraft re-fuel / de-fuel (PWS para 1.2). Current issue is the purchase of 6 fuel tankers (MOD 36 CLIN 2008), 1 pickup (MOD 34 CLIN 1011), and have provided miscellaneous equipment valued 500k (Contractor GFP List). Total Contractor Acquired Property (CAP) \$2.2 mil estimate from MOD review.

Current MICC director has stated that tanker procurement Modification #36 (with government funds) tankers belong to the contractor and will not reopen dialogue. Current issue is CAP and be would recovered at the conclusion of the contract. Program Manager, Contractor, PM for Contractor stated "gov't provided funding to purchase the vehicles which has a residual value that the government would have to pay to complete purchase. The personnel to operate equipment was not included in CLIN."

KO has just started to (Mar 16) engage and corporate headquarters due to friction with local PM.



# CONTRACTOR

Not fulfilling complete PWS requirements and selectively executing CLINs to meet their end state.

No clear understanding of the total requirement and government expectations. "we have done things this way for 20 years and we aren't going to change".

APOSD has not been fully accepted nor used after installation within the vehicles. Slow walking implementation. Point of sale is very specific in meeting accountability standards and date time-group of activities.

Anything other than re-fuel and de-fuel expectations are not being met IAW PWS.



Operating outside of ASC / LRC BLS / CLS in management (COR / QAE) of this contract. This is solely within the realm of AVCoE and school G3 / G1 / G4.

COR / QAE positions should either be reimbursable or authorized under AVCoE. The COR is managing oversight LRC installation fuel point and both contracts for fuel lab & Aircraft Re-Fueling operations.

LRC Director wants proper alignment of funding for COR & QAE or transition mission to AVCoE.





# RECOMMENDATION

Review current PWS and Modify to remove redundant CLINs effort

- a) WARM Refuel vs HOT Refuel – This is not doctrinal terminology and can not be reference back to a Regulation or Field Manuals. Anytime engine is running should be considered HOT.
- b) Weekend response as required outside of Cairns Base field. Since Cairns is already operational 24/7 and requirements can be meet from Cairns on weekend having additional requirement is redundant.

Formal Contract Review to discover who actual owns the fuels truck within the current fleet. Since vehicles' have been passed between contractor to contractor during the history of the effort. Concern is trend with government providing equipment and no accountability. (Formal DCMA Review)

Stop procuring and providing equipment to the contractor. This is a Firm Fixed Price contract and the vendor is required to provide all necessary equipment to meet requirements. For example the purchase of 6 fuel tankers and 1 pickup truck with Government funds at @ \$2 million. These now need to be recovered at the end of the contract as they will be revert to government own equipment.



# RECOMMENDATION

Enforce all aspects of PWS requirements be meet. Example – Para 1.2 Maintenance of dispensing equipment associated with +100 additive will be provided by the contractor. The 1000 gallon Additive+100 tanks are considered dispensing equipment and the contractor should be directed to maintain IAW with the PWS.

## Fuel Accountability:

Fuel discrepancies maybe associated with the non-climatic adjusted meters at the bulk fuel yards. Recommend a SRM project for APC to install climatic meters.

Enforce - Para 4.1.9 – Government may provide, install and maintain Automated Point of Sale Device (APOS D) equipment. Contractor shall utilize automated point of sale equipment furnished as GFE, if deemed advantageous to the Government.



# Question





UNCLASSIFIED//FOUO

Commanders Critical Information Requirement's Reporting Format

MICC CCIR #:

Type: Initial

DTG of Report: 10 June 2016

**Line 1: MICC CCIR Number w/ Description:** On 7 June 2016, MICC-Rucker met with members of Army Sustainment Command. They were sent to Fort Rucker by [REDACTED], Director, to look at the management processes/COR oversight of the Refuel/Defuel Contract. Central to their inquiry (not known until the Outbrief on 9 June 2016, was a complaint lodged of Fraud, Waste, and Abuse (FWA)), regarding the customer's perceived notion of the Government having bought seven (7) trucks (1- Utility, 6- Fuel) as Contractor Acquired Property and being denied the right to them by the MICC-Director.

**Line 2: Type of Incident:** MICC CCIR Criteria 11 – Fraud, Waste and Abuse.

**Line 3: Date/Time Group (DTG) of Incident:** September 2014 – July 2015 but not identified until December 2015.

**Line 4: Location:** Fort Rucker, AL

**Line 5: Personnel Involved:**

**Line 5 – a. Subject Name:** [REDACTED]

**Line 5 – b. Rank or Grade:** NH-04

**Line 5 – c. Title/Position:** Director

**Line 5 – d. Security Clearance:** Secret

**Line 5 – e. Unit/Organization and Location:** MICC, Fort Rucker, AL

**Line 5 – f. Duty Status:** Civilian

**Line 6: Summary of Incident/Event:**

**Line 6 – a. Who:** Contractor – Primus, Customer – 406 AFSB LRC

**Line 6 – b. What:** Procurement of seven (7) trucks.

**Line 6 – c. Where:** Fort Rucker, AL

**Line 6 – d. When:** September 2014 – July 2015

**Line 6 – e. Contract/Solicitation Number:** W91247-12-C-0023, USAACE

Refuel/Defuel Contract

**Line 6 – f. Customer:** LRC Fort Rucker

**Line 6 – g. Contract Dollar Value:** [REDACTED]

**Line 6 – h. Operational Impact:** Significant

**Line 6 – i. Operational Impact Remarks:** FY 14 and FY 15 OMA funds were used to expand services under the subject contract for increased workload and inception of the Lakota LUH-72 helicopter trainer.

**Line 6 – j. Has the supported organization forwarded a CCIR & to whom?** No

UNCLASSIFIED//FOUO



UNCLASSIFIED//FOUO

Commanders Critical Information Requirement's Reporting Format

**Line 7: Additional Remarks/Background:** The contract is a FFP, performance-based service contract for refuel/defuel services at Fort Rucker. The PWS specifies all labor, materials, and equipment shall be provided by the contractor. Government Furnished Property under the contract is limited to office space and handheld radios. There is no GFP clause or discussion of CAP in the contract. The customer contends they paid the contractor to buy the trucks (1- Utility, 6- Fuel) and now wants to take possession of them from the contractor and re-issue as GFE. The MICC-Rucker Director has determined that this is a performance based contract using OMA monies and that the records do not demonstrate a lease-versus-purchase analysis or meet the conditions of FAR 45.102(b)(1-4) and therefore the trucks are not the government's but rather the contractor's. Procured by the contractor under and expansion of services (MOD 34 & 36) required to accommodate changes in workload by inception of the Lakota LUH-72 helicopter trainer into the USAACE inventory. Modifications of interest are 00034, 00036, and 00043.

WAY AHEAD: FDO Eustis is reviewing the records via PCF and evaluating the decision made by the MICC-Rucker Director.

**Line 8: Publicity:** None at this time.

**Line 9: Official Reporting:** [REDACTED], MICC G3 - CUOPS, MICC HQ, Fort Sam Houston, TX, [REDACTED] or (210) 466-2539.

**Line 10: CCIR Point of Contact:** [REDACTED], MICC-Fort Rucker, Director, 334-255-3404, [REDACTED].

UNCLASSIFIED//FOUO

## INFORMATION PAPER

MICC - Fort Rucker

17 Dec 2015

SUBJECT: Purchase of Six Refueling Trucks at Fort Rucker

1. Purpose: Provide stakeholders the results in researching the facts and contributing circumstances surrounding the purchase of six field truck; and, recommend the necessary actions to correct the administrative errors
2. Executive Summary: Fort Rucker's refueling contract was improperly expanded to meet an increase in providing refueling services for helicopter training program. This increase in requirement was determined by the anticipated replacement of the TH-67 aircraft with the UH-72 aircraft. The UH-72 aircraft differed by their larger tank capacity and capability to fly at much longer periods. To minimize on ground fueling time, the contracting officer authorized Primus to purchase six commercial fuel trucks, without exploring existing sources or properly following administrative contracting procedures in adding these items to the government's property book. Prudent steps are required to remedy these errors, while ensuring the training mission is sustained. Recommended steps include de-scoping the six commercial fuel trucks from the refueling contract, coordinating with Property Administrators to add the trucks to the Army's property book, administering an equitable adjustment for incidental cost of tags, title and depreciation cost, modifying the contract with the correct property clauses as well as the increase its scope for the UH-72 aircraft, administratively providing six truck as GFE to Primus, and training contracting specialists in documenting contract files, and performing scope determination.

### 3. Contract: W91247-12-C-0023

W91247-12-C-0023 Primus Solutions, Inc. Refuel Services KO/KS: [REDACTED] Type: FFP		[REDACTED] (Est) Awarded 16 May 12 17 Dec 14 -16 Dec 15 Option Year II	Note: Intensive Contract with constant changes COR: [REDACTED], 5-1789 POC: [REDACTED], 5-2018
Phase In	\$ [REDACTED]	12/17/12-12/31/12	
Base:	[REDACTED] (Est)	01/01/13-12/16/13	
Opt Yr I:	[REDACTED] (Est)	12/17/13-12/16/14	
Opt Yr II:	[REDACTED] (Est)	12/17/14-12/16/15	
Opt Yr III:	[REDACTED] (Est)	12/17/15-12/16/16	
Opt Yr IV:	[REDACTED] (Est)	12/17/16-12/16/17	
TOTAL	[REDACTED] (Est)		

### 4. Background: Sequence of Facts Bearing on the Business Rationale for the Purchase

a. Anticipated changes to aircraft refueling requirements and performance conditions materialized in 2014.

1) Government anticipated replacing its fleet of TH-67 with the UH-72, bringing the total inventory to from 167 to 187, with an objective total of 204 aircraft by 2019. UH-72 aircraft required more time on station to refuel, because of their larger fuel capacity.

2) Government analysis revealed each aviation course would extend by 10 days if Primus is unable to maintain its PWS standard in refueling aircraft within one hour between flights.

CC-7



SUBJECT: Purchase of Six Refueling Trucks at Fort Rucker

3) Government's objective entailed meeting the additional fuel requirement with the same number of staging and refueling sites, while maintaining the one hour or less on-station refueling.

b. Contractor determined its organic capability and procedures were inadequate in meeting the new refueling requirement, unless additional funding or GFE were provided. Contractor analysis revealed:

1) Organic refueling nozzles unable to fill UH-72 larger tanks at a rate, within the one hour standard

2) Insufficient number of refueling trucks and personnel unable to simultaneously refueling two aircraft at the original PWS number of refueling and staging sites

3) Unable to utilize past fueling practices on UH-72 fleet, such as hot-refueling to minimize staging times

c. Contractor's initial cost proposal amounted to \$13 million to meet new requirement

d. Government counter-proposed, in order to reduce cost and achieve PWS one hour standard. Counter proposal entailed:

1) Funding the purchase of six refueling trucks

2) Reducing number of refueling sites by four

3) Providing advance nozzles to pump fuel at a high-velocity

- Velocity to reduce refueling times proposed sites and fueling Fuel nozzles extension requirement reduced the number of fuel sites and staging areas by four

e. Contractor and government agreed to new proposal

1) Contractor would procure six refueling trucks with associated equipment and license fees

2) Government would incrementally funded the purchase

5. Findings discovered in the contract file:

a. Fort Rucker's refueling contract was modified (P00036) on 24 September 2014 to expand its scope. The assigned contracting officer was [REDACTED], supported by [REDACTED] the contract specialist. Research of the purchase revealed the following:

1) Primus purchased six commercial fuel trucks, billing the government for the \$1,347,765.38, which included:

- Cost includes license, tags, and title
- Depreciation cost
- Profit

2) This cost increased the scope of the contract price, evident by the addition of CLIN

1012

- The initial payment was incrementally funded at [REDACTED]
- The final payment of [REDACTED] was made on 14 July 2014

b. Contract file lacks the evidence in support of the purchase.

1) Contract lacks the correct property clauses, although GFE is listed for facilities and office space in the PWS

2) No evidence that rationalizes the business decision on why this was in the best interest of the US Government

3) No evidence that fully demonstrates the contracting officer's discretion in determining whether this action considered the scope parameters of the contract

SUBJECT: Purchase of Six Refueling Trucks at Fort Rucker

4) No evidence that a legal review was conducted to ensure proper authorities were cited in implementing this material change

5) No market research was found to justify price or steps taken to explore existing/mandatory sources

6) No evidence of any scope determination or documentation that illustrates the changes to the conditions of performance that would increase requirements

c. Other facts within the terms and conditions that undermine this purchase:

1) The performance work statement (PWS) specifies that all equipment shall be provided by the contractor to include vehicles and nozzles (para 5.2, 5.3.8, and 4.1.4)

2) Contract specifies that government furnished property is limited to office space on Fort Rucker, POL Storage facilities, and handheld Motorola radios. (PWS, section 4.0, Table B)

3) The original offer by the contractor clearly acknowledges the requirement in the government's solicitation to provide all equipment to include vehicles

4) Terms require contractor to perform in accordance with NFPA 407 standards for Aircraft Operation (para 5.0 and 5.2)

5) Contractor presented 38 vehicles in its original proposal of which 32 were designated to provide refueling services and 6 designated to transport staff members. The contractor identified the need to purchase an additional refueling vehicle to meet the contract's performance objectives; but, contingent upon being awarded the contract.

6) No evidence of the contractor's request for the government to provide equipment beyond what was agreed upon in the contract

6. Recommendations Actions to Remedy Errors:

a. De-scope the six commercial fuel trucks from the refueling contract

b. Coordinate with Property Administrators to re-integrate trucks into US Army's possession

c. Administer equitable adjustment for incidental cost of tags, title and license fees

d. Adjust and recover depreciation cost charged to the government

e. Modify contract with the correct property clauses

f. Modify contract to reflect the adjusted procedures in meeting the increase in scope to refuel additional aircraft

g. Modify contract to reflect the six truck as GFE and ensure Primus manages, maintains, and accounts for the GFE accordingly

h. Train contracting specialists in properly documenting contract files, performing scope determination, and researching sources

Prepared: [REDACTED], Interim Director, Fort Rucker—MICC

Email: [REDACTED]

Phone: 706-414-6609





**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Fuel/Defuel Contract Mod 36  
**Date:** Wednesday, December 13, 2017 4:01:53 PM

---

[REDACTED],  
This email was from [REDACTED], USAACE D1CG. As he states and appears to support the idea that these vehicles were not CAP. This was after the ACS "inspection" visit but before the ASC/TRADOC/USAACE meeting in which [REDACTED] D1CG USAACE, [REDACTED] - TRADOC G1/G4, [REDACTED] - D1CG ASC, [REDACTED] TRADOC G-4, [REDACTED] ASC all meet here at Fort Rucker on 12 July 2016. A meeting to which I was present, at no time did any party state that they wanted the equipment returned as GFP.

Thank you,  
[REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, December 13, 2017 3:26 PM  
To: [REDACTED] CIV USARMY ACC (US) *Director, M1CG-Fort Rucker*  
Subject: FW: Fuel/Defuel Contract Mod 36

-----Original Message-----

From: [REDACTED] SES USARMY AVNCOE (US)  
Sent: Tuesday, June 14, 2016 4:53 PM  
To: [REDACTED] CIV USARMY ACC (US) *Director, M1CG-Fort Rucker*  
Subject: RE: Fuel/Defuel Contract Mod 36

[REDACTED]. Good action plan. I will press from my side to help the team get to work on the PWS. Thanks. [REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Tuesday, June 14, 2016 3:51 PM  
To: [REDACTED] SES USARMY AVNCOE (US) [REDACTED]  
Subject: RE: Fuel/Defuel Contract Mod 36

[REDACTED],  
Good afternoon. [REDACTED] and [REDACTED] have been given the direction from me to engage the contractor this week and get those trucks moving instead of sitting. We will not pay any more additional monies to make it happen either. Constructive changes have mostly been to their benefit so I don't want us to entertain anything they may say about money. On other areas to which we have issued contractor discrepancies reports (CDRs) and there has been no change by the contractor, I have told [REDACTED] to move out on a KO decision, telling them what they shall do, or we shall start off-setting their invoices in WAWF.

There's been a lot of talk but little action, when it comes to getting changes written into the current PWS -- we need to do all the things you talked about yesterday. I'm concerned about the follow on but that's a 100 meter target from my view right now and the 25 meter target is getting the current contract working right -- right now.

[REDACTED], Contract Admin and [REDACTED] (newest asset from DCMA) has been assigned to get these day-to-day kinks worked out before we get to the 50 meter target of this upcoming option period.



Let me know if you need something more,  
[REDACTED]

-----Original Message-----

From: [REDACTED] SES USARMY AVNCOE (US)

Sent: Tuesday, June 14, 2016 10:25 AM

To: [REDACTED] CIV USARMY ACC (US) [REDACTED]

Subject: RE: Fuel/Defuel Contract Mod 36

[REDACTED]

Acknowledge. I can see nowhere in our actions that we directed the "purchasing" of additional vehicles prior to the comment from [REDACTED] in MOD 43.

That does not mean someone may have instructed the contractor to take a certain COA to accomplish the mission. The final decision has to be the KO negotiating on behalf of the Army as directed in the modification orders.

As I understand the base contract this is not government furnished equipment: vehicles? So any purchase done by the contractor to accomplish the service actions remains the contractors property.

What actions do we need to take ?

[REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)

Sent: Tuesday, June 14, 2016 9:34 AM

To: [REDACTED] SES USARMY AVNCOE (US) [REDACTED]

Subject: RE: Fuel/Defuel Contract Mod 36

[REDACTED]

Good morning. Here are the modifications in order and brief description. Please let me know if you need anything else.

1. MOD 34 (18 Sep 2014) - Expanded services for Goldberg Maintenance requirements. (APOSD installation, Laborer and work transportation vehicle)
2. MOD 36 (28 Sep 2014) - Expanded services for the integration of the UH-72 into the Fort Rucker flight training operations. (assumed 6 trucks and associated labor)
3. MOD 43 (14 Jul 2015) - Interim Director, [REDACTED] signs modification stating "remaining funding for the ordering of six re-fuel trucks..." along with several other administrative additions.
4. MOD 46 (16 Dec 2015) - [REDACTED] exercises the option period for continued services through 16 December 2016.

Thanks,  
[REDACTED]

[REDACTED] DAC

Director

Mission and Installation Contracting Command MICC-Ft. Rucker Building 5700 Rm 380 Fort Rucker, AL 36362-5105

Phone: Comm 334-255-3404 /DSN 558-3404 [REDACTED]

E-mail: [REDACTED]

-----Original Message-----

From: [REDACTED] SES USARMY AVNCOE (US)

TT) 1C

Table  
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 68	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)				
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		



Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase In Period FFP 90- day Phase-In Period in which the Contractor shall prepare to assume full responsibility for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. Contractor performance shall be in accordance with the PWS and all terms and conditions stated herein. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except for Bulk Fuel Services and as identified as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	9	Months		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003 Class III Distribution Service -WKnd/Sp

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered. FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0004 Bulk Fuel Services  
FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS.  
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	CMR FFP The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Job		
OPTION	Class III Distribution Service- Wknd/Sp				

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered. FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	Bulk Fuel Facilities FFP				
	The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	CMR FFP The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Job		
OPTION	Class III Distribution Service- Wkend/Sp				

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	Bulk Fuel Facilities FFP				
	The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS. FOB: Destination				

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	CMR FFP The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Job		
OPTION	Class III Distribution Service- Wknd/Sp				

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	Bulk Fuel Facilities				

FFP

The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS.

FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	CMR FFP The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002			Job		
OPTION	Class III Distribution Service- Wknd/Sp				

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered. FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003		12	Months		
OPTION	Bulk Fuel Facilities FFP				
	The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS.				
	FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004 OPTION	CMR FFP The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001 OPTION	Class III Distribution Service FFP The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. FOB: Destination	12	Months		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002			Job		
OPTION	Class III Distribution Service- Wknd/Sp				

Weekend and Special Events. The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, and equipment, except as provided herein as Government furnished, to perform all functions for aircraft refuel/defuel for the United States Army Aviation Center of Excellence (USAACE), Fort Rucker, Alabama, its tenant activities, and authorized transient aircraft. When notified by Government, Contractor will provide a FFP proposal for Weekend and Special events. Rates established in the pricing matrix will be used to invoice against this CLIN. Government will review and approve pricing prior to Contractor starting such work. All such work shall not exceed \$100,000.00. This is a Government Not to Exceed amount and shall not be altered.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6003		12	Months		
OPTION	Bulk Fuel Facilities				

FFP  
The Contractor shall furnish all personnel, management, facilities, materials, parts, supplies, transportation, equipment and maintenance for Bulk Fuel Services in accordance with the PWS.  
FOB: Destination

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6004		1	Each		
OPTION	CMR FFP				
	The Contractor is required to enter data into the Contractor Manpower Reporting (CMR) system as defined in Section 17.5 of the PWS. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Data must be accurate and complete and entered into CMR during the data gathering period of every year, or part of a year, for which the contract is in force. NOTE: If the reporting of Manpower Equivalents is not separately priced, insert "NSP" in the blank shown, in accordance with the PWS.				
	FOB: Destination				

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 NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 15-MAR-2018 TO 14-JUN-2018	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
0002	POP 15-JUN-2018 TO 14-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0003	POP 15-JUN-2018 TO 14-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
0004	POP 15-JUN-2018 TO 14-MAR-2019	N/A	N/A FOB: Destination	
0005	POP 15-JUN-2018 TO 14-MAR-2019	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
1001	POP 15-MAR-2019 TO 14-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
1002	POP 15-MAR-2019 TO 14-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
1003	POP 15-MAR-2019 TO 14-MAR-2020	N/A	N/A FOB: Destination	
1004	POP 15-MAR-2019 TO 14-MAR-2020	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
2001	POP 15-MAR-2020 TO 14-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
2002	POP 15-MAR-2020 TO 14-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ

2003	POP 15-MAR-2020 TO 14-MAR-2021	N/A	N/A FOB: Destination	
2004	POP 15-MAR-2020 TO 14-MAR-2021	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
3001	POP 15-MAR-2021 TO 14-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
3002	POP 15-MAR-2021 TO 14-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
3003	POP 15-MAR-2021 TO 14-MAR-2022	N/A	N/A FOB: Destination	
3004	POP 15-MAR-2021 TO 14-MAR-2022	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
4001	POP 15-MAR-2022 TO 14-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
4002	POP 15-MAR-2022 TO 14-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
4003	POP 15-MAR-2022 TO 14-MAR-2023	N/A	N/A FOB: Destination	
4004	POP 15-MAR-2022 TO 14-MAR-2023	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
5001	POP 15-MAR-2023 TO 14-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
5002	POP 15-MAR-2023 TO 14-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
5003	POP 15-MAR-2023 TO 14-MAR-2024	N/A	N/A FOB: Destination	
5004	POP 15-MAR-2023 TO 14-MAR-2024	N/A	4509 ANDREWS AVENUE FORT RUCKER AL 36362 FOB: Destination	W31BMZ
6001	POP 15-MAR-2024 TO 14-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
6002	POP 15-MAR-2024 TO 14-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W31BMZ
6003	POP 15-MAR-2024 TO 14-MAR-2025	N/A	N/A FOB: Destination	

6004 POP 15-MAR-2024 TO N/A 4509 ANDREWS AVENUE W31BMZ  
14-MAR-2025 FORT RUCKER AL 36362  
FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-1	Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.244-6	Subcontracts for Commercial Items	JAN 2017
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015



252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The evaluation factors are as follows:

Factor 1: Technical Approach

Subfactor 1 – Refueling/Defueling Operational Approach

Subfactor 2 – Safety and Quality Control Plan

Subfactor 3 – Project Management and Training Plan

Factor 2: Past Performance

Factor 3: Price

\*The evaluation Technical Approach subfactors are listed in descending order of importance and Technical Approach is more important than Past Performance. All non-priced evaluation factors, when combined are approximately equal to price.

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

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

See Addendum to 52.212-2.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)

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

(a) Definitions. As used in this provision --

"Administrative merits determination" means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Arbitral award or decision" means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"Civil judgment" means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

"DOL Guidance" means the Department of Labor (DOL) Guidance entitled: "Guidance for Executive Order 13673, 'Fair Pay and Safe Workplaces' ". The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces)

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

"Enforcement agency" means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance

Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

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

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

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

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

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

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

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



- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

"successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

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

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: "Administrative merits determination", "Arbitral award or decision", paragraph (2) of "Civil judgment", "DOL Guidance", "Enforcement agency", "Labor compliance agreement", "Labor laws", and "Labor law decision". The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.] These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ☐ ) is, ( ☐ ) is not a service-disabled veteran-owned small business concern.

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ] is, [ ☐ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ☐ ] is, [ ☐ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ] is, [ ☐ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

\_\_\_\_\_

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

(i) It [ ☐ ] is, [ ☐ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ☐ ] is, [ ☐ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ☐ ) has, ( ☐ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ☐ ) has, ( ☐ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ☐ ) has developed and has on file, ( ☐ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ☐ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:



Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

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

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

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

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

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

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

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

(4) [ ☐ ] Have, [ ☐ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) ( ☐ ) Outside the United States.

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

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

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[ ☐ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ☐ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and



(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

( ☐ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

( ☐ ) Corporate entity (not tax-exempt);

( ☐ ) Corporate entity (tax-exempt);

( ☐ ) Government entity (Federal, State, or local);

( ☐ ) Foreign government;

( ☐ ) International organization per 26 CFR 1.6049-4;

( ☐ ) Other -----.

(5) Common parent.

( ☐ ) Offeror is not owned or controlled by a common parent;

( ☐ ) Name and TIN of common parent:

Name - \_\_\_\_

TIN - \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. By submission of its offer, the offeror represents that--

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

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

**Immediate owner CAGE code:** \_\_\_\_

**Immediate owner legal name:** \_\_\_\_

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

**Is the immediate owner owned or controlled by another entity:**

[ ☐ ] Yes or [ ☐ ] No.

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

Highest level owner CAGE code:

Highest level owner legal name:

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

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

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

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

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

(2) The Offeror represents that--

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

(ii) It is [ ☐ ] is not [ ☐ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

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

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

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

Predecessor legal name: \_\_\_\_

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ \_\_\_\_ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ \_\_\_\_ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and

upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ☐ ] does, [ ☐ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

\_\_\_\_\_



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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 90 months.

(End of clause)

#### 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

(a) Definitions. As used in this clause--

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the

unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing



equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under the Service Contract Labor Standards statute may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of

collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an

approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:



(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Linda D. Whitlock  
Branch Chief, Contracting Officer  
Contracts Division A, ACC MICC - Fort Eustis, CCMI-CEU-EU  
705 Washington Blvd., Ste 126  
Fort Eustis, VA 23604

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

(End of provision)

#### 52.237-3 CONTINUITY OF SERVICES (JAN 1991)



(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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 quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision 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):

<http://farsite.hill.af.mil/>

(End of provision)

#### 52.252-2 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 address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

\_\_\_\_\_  
(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_  
(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### 5152.204-4001 KEY PERSONNEL REQUIREMENTS (MAR 2009) (LOCAL CLAUSE)

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These "Key Personnel" were identified by name within the contractor's proposal and their resumes were submitted for evaluation during the source selection process. The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer (KO) or designated Contracting Officer Representative (COR), promptly replace personnel with personnel who possess equal, or better, qualifications as the original employee

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the KO or designated COR. The KO or designated COR must concur in writing with the change.

(b) If the KO or designated COR determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the KO may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The Key Personnel in this contract are as follows: [fill-in at time of award].

(End of Clause)

#### **ATTACHMENTS**

##### **LIST OF ATTACHMENTS**

(All attachments are added as separate attached PDF and Excel documents)

Attachment Number	Title	Number of Pages	Date
Exhibit 1 (Qty. 13)	CDRL's	39	20 Nov 2017
Attachment 1	Performance Work Statement	30	20 Nov 2017
PWS - Attachment 2	Stage Fields	1	01 Feb 2017
PWS - Attachment 2A	Stage Field Data Query	1	08 June 2015
PWS - Attachment 3	Base Fields	1	20 Nov 2017
PWS - Attachment 3A	Base Field-Stage Field Data Query	3	08 June 2016
PWS - Attachment 4	Pre-execution Requirements	3	13 July 2017
PWS - Attachment 5	Minimum Quantities of Aviation Fuel	1	13 July 2017
PWS - Attachment 6	Mogas and Diesel Deliveries	2	13 July 2017
PWS - Attachment 7	List of Supported Aircraft	1	13 July 2017
PWS - Attachment 8	Map of the Local Flying Area	1	13 July 2017
PWS - Attachment 9	Collective Bargaining Agreement	52	01 Aug 2015 – 31 July 2018
Attachment 10	Performance Requirements Summary (PRS)	1	25 July 2017
Attachment 11	Matrix for Pricing Weekend/Special Event Refueling Operations	1	23 Oct 2017

Attachment 12	Wage Determination - AL	11	01 Aug 2017
Attachment 13	Site Visit Attendees	1	13 Sept 2017
Attachment 14	Pricing Worksheet	1	17 Nov 2017
Attachment 15	Questions & Answers	23	07 Nov 2017
Attachment 16	Questions & Answers Round 2	12	20 Nov 2017
Attachment 17	USAACE CLIII FHP Historical Data	6	14 Nov 2017
Attachment 18	DLA Energy P-1	23	20 Nov 2017

INSTRUCTIONS TO OFFERORSINSTRUCTIONS TO OFFERORS**ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS****INSTRUCTIONS TO OFFERORS****A. PROPOSAL PREPARATION INSTRUCTIONS****1. Introduction.**

This is a Request for Proposals (RFP) to acquire non-personal services to provide Refueling and Defueling Services for Fort Rucker, AL.

The Government intends to compete and award a single Firm-Fixed Price contract for the Refueling and Defueling Support Services requirement using the procedures set forth in FAR Part 12 - Acquisition of Commercial Items and Part 15, Contracting by Negotiation. The resulting contract will include a 90 day Phase-In period plus a Base Year of twelve (12) months, and six (6) 12-month option years.

**2. Administrative Data.****A. Proposal Submittal and Inquiries.**

All Proposals shall be submitted NLT **12:00 PM EST 01 December 2017** in accordance with the following delivery instructions:

**1) Delivery Instructions:**

- a. Hand Carrying Instructions. Hand delivery is permitted by a person from an Offeror's/teaming partner's staff. A messenger service delivering a package is not considered a hand delivery. All hand-carried proposal documents, to consist of CD-ROMs/DVDs, shall be delivered to the address below. Offerors are requested to provide a 24-hour notice to the Point of Contact (POC) at the telephone number below to provide notification of pending arrival:



Mission Installation Contracting Command (MICC)  
ATTN: [REDACTED] - Contract Specialist and  
[REDACTED] - Contracting Officer  
705 Washington Blvd., Ste. 126  
Ft. Eustis, VA 23604  
Primary Telephone: [REDACTED]

b. Mailing Instructions.

Submit clearly marked proposals to:

Mission Installation Contracting Command (MICC)  
ATTN: [REDACTED] - Contract Specialist and  
[REDACTED] - Contracting Officer  
705 Washington Blvd., Ste. 126  
Ft. Eustis, VA 23604  
Primary Telephone: [REDACTED]

c. Proposal Format. Format of the proposal volumes (and any resulting responses to Evaluation Notices (ENs)) shall be as follows:

- i. Text size shall be no smaller than what is equivalent to Microsoft Word, Times New Roman, 12 point, uncompressed font.
- ii. Digital copies on CD/DVD-ROM Disk shall be provided in Microsoft (MS) Word, PowerPoint, PDF and/or Excel and shall adhere to all proposal preparation instructions. Information relating to the proposed price must be included to the extent practical in electronic format. Electronic versions of the Price Proposal shall be submitted in MS Office Excel, WORD or PDF format, and shall not be read only or password protected. All formulas, lookup tables and links shall be intact, and no links shall exist to files not included in the submission. Spreadsheets shall not contain hidden worksheets, PDF or flat files not included in the submission. Failure to comply with these formatting requirements may result in rejection of your proposal. Offerors shall perform virus check prior to proposal submittal.
- iii. Pages shall be single sided, singled spaced, with a minimum of one inch margins on all sides. A cover sheet should be bound in each Volume, clearly marked as to volume number, title, solicitation identification, and the Offeror's name.
- iv. Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each.
- v. Pages shall be dated and numbered sequentially by volume.
- vi. Legible tables, charts, graphs and figures shall be used when necessary to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and count as one page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; not for pages of text.
- vii. All cells in the cost proposal on the CD ROM must contain "open" cells in Microsoft Office 2007 or later spreadsheet product.
- viii. Electronic copies must be provided on CD-ROMs/DVDs, read-only memory. Microsoft Office 2007 or later, presentation and spreadsheet products are preferred. Changes, as a result of negotiations, will be conformed on CD-ROMs/DVDs and have changed information clearly marked by a vertical line in the right margin.

2) Questions:

All questions regarding this RFP shall be submitted NLT **12:00 PM EST 15 November 2017** by email to the addresses below. All questions received before the question due date will be responded

to online via the Federal Business Opportunities (FedBizOpps) website. Answers shall be posted without Offeror identification. Questions received after the deadline may not be answered. The Government will not provide responses to questions that would reveal a potential Offeror's confidential business strategy, technical solution, or any information that is considered unique to a particular Offeror.

[REDACTED] - Contract Specialist: [REDACTED]  
[REDACTED] - Contracting Officer [REDACTED]

3) Period for Acceptance of Offers. The proposal shall be valid for 90 calendar days from the date of the initial proposal submission.

B. General Instructions.

- 1) The Offer: The submission of the documentation specified below will constitute the Offeror's acceptance of the terms and conditions of the RFP and concurrence with the Performance Work Statement (PWS) (Attachment 1) and contract type.
- 2) The Government intends to award the contract without discussions (except clarifications as described in FAR 15.306(a), Clarifications and award without discussions). Therefore, Offerors' proposals should contain the Offerors' best terms from a cost/price and technical standpoint. The Government reserves the right to hold discussions should they become necessary. If this occurs, the Government will establish a competitive range and may limit the number of proposals within that range for purposes of efficiency in accordance with FAR 15.306(c)(2).
- 3) If an Offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise unclear, the Offeror shall immediately notify the Contracting Officer (KO) in writing with supporting rationale.
- 4) This contract is a 100% set-aside for small business concerns.
- 5) The applicable NAICS code is 488190, Other Support Activities for Air Transportation, with a small business size standard of \$32.5 million.

3. Proposal Preparation Instructions.

A. Volume Organization, Format, and Guidelines.

- 1) Each Offeror's proposal shall consist of four (4) separate Volumes: Volume I – Solicitation, Offer and Award Documents and Certifications/Representations, Volume II – Technical Acceptability, Volume III – Past Performance, and Volume IV – Price. **The Offeror shall submit their proposal volumes on two CD's. One CD shall include Volumes I and IV and one CD shall include Volumes II and III.**
- 2) Offerors are required to meet all solicitation requirements. Proposals shall be clear and convincingly demonstrate that the Offeror has a thorough understanding of the entire requirements and associated risks, has the resources necessary to meet the requirement, and a valid and practical solution for the requirement. Legibility, clarity and coherence are very important. Responses will be evaluated against the factors defined in the 'Basis for Contract Award and Evaluation Criteria', below. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Statements that the Offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof

(including applicable publications, technical data, etc.); and phrases such as “standard procedures will be employed” or “well known techniques will be used,” etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the Offeror’s proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

3) Exceptions: Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors in this document. Failure to meet a requirement may result in an offer being ineligible for award. If the Offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the Offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, price, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Offerors are cautioned that taking an exception may render the offer ineligible for award.

4) If the Offeror’s proposal indicates that it cannot or will not meet any of the PWS requirements; or, provides an approach that clearly does not meet any of the PWS requirements; or, includes data which prompts the Government to question the Offeror’s compliance with any of the PWS requirements, the Government may determine the proposal is non-responsive, and therefore ineligible for award.

5) Cross-references should be utilized to preclude unnecessary duplication of data between sections. The file name shall be “Company Name – Initial” for the first submission. The file name of later submissions (if necessary), shall be “Company Name – Revision X” with X indicating the number of the revision. The Offeror’s Proposal shall consist of four volumes:

Table 1			
Volume	Title	Page Limits	Format
I	Solicitation, Offer and Award Documents and Certifications/Representations,	N/A	Word or PDF
II	Factor 1: Technical Approach Subfactor 1: Refueling/Defueling Operational Approach Subfactor 2: Safety and Quality Control Plan Subfactor 3: Project Management and Training Plan	50 pages	Word or PDF
III	Factor 2: Past Performance	12 pages	Word or PDF
IV	Factor 3: Price	N/A	Excel

6) Each volume shall include a cover page with the following information:

- a. Company Name and Address
- b. DUNS Number
- c. Cage Code
- d. Federal Tax ID
- e. Business Size
- f. Business Type (i.e.: 8(a) - Designate Date 8(a) expires, WOSB, VOSB, SDVOSB, HubZone, etc.)
- g. Point of Contact (including telephone number and email address)

- 7) **Page Limitation:** The Proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall not be read nor evaluated. Page limitations may apply if further exchanges are conducted.
- 8) **Page Limit Includes:** all appendices, charts, graphs, diagrams, tables, drawings, photographs, etc. unless specifically excluded below.
- 9) **Page Limit** does not include: glossary, table of contents, , the price/cost and supporting documentation, and letters of commitment which should be submitted as separate appendixes or attachments. They will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.
- 11) **What Counts As A Page?** A page shall represent an 8 ½ X 11" sheet of paper (minimum of 1" margins). When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the Offeror but must be easily readable. All text shall be single spaced and in black font (Black font requirement does not apply to graphics, photos, etc., Company stationary and logos are acceptable). Text size shall be no smaller than what is equivalent to Microsoft Word, Times New Roman, 12 point, uncompressed font.
- 12) Fold-outs will be counted as the appropriate number of pages based on an 8 ½ X 11" sheet of paper. The Contractor shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in the numbering of pages, the Government may exercise its own discretion in counting pages.

## **2. Proposal Volumes**

### **1). Volume I - Proposal Content – General.**

Offerors are required to submit a completed SF 1449 (Solicitation/Contract/Order for Commercial Items) (**including acknowledgment of Amendments**), Section SF 1449 - CONTINUATION SHEET (CLINs) section, and FAR 52.212-3, Offeror Representations and Certifications. All final monetary extensions shall be in whole dollars only. Failure to follow the below Contract Proposal preparation instructions may cause your proposal to be deemed unacceptable by the Government. The General Volume shall be organized as follows and contain the identified information.

TAB A, Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

TAB B, Section SF 1449 (Continuation Sheet) - The SF 1449 shall be submitted fully completed. The Offeror is cautioned that the SF 1449 must contain an original signature in block 30a of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the instructions on the SF 1449. The Offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C, Section SF 1449 (Continuation Sheet) - The Contract Line Items Numbers (CLINs) section shall be submitted fully completed and error free. It shall contain the Offeror's prices for the established CLINS.

TAB D, Representation, Certifications, and Other Statements of Offerors – The Offeror shall ensure that this information is submitted thoroughly completed with all blocks in each certification/representation completed truthfully and completely.

### **2). Volume II - Technical Approach:**



Factor 1 - Technical Approach

(a) Subfactor 1 - Refueling/Defueling Operational Approach. The Offeror shall provide a narrative describing the proposed Refueling/Defueling Operational approach to include the areas below to demonstrate an overall understanding of the technical requirements and objectives to execute this requirement.

- 1) Acquiring refueling vehicles and maintaining rapid refuel equipment and office and refuel equipment and maintenance facility to perform on contract start date.
- 2) Identify the number of refueling vehicles and equipment to meet the requirements of the PWS.
- 3) Maintaining refueling vehicles and equipment.
- 4) Maintaining bulk storage facilities furnished by the Government.
- 5) Calibration of meters and gauges.

(b) Subfactor 2 - Safety and Quality Control Plan. The Offeror shall provide a narrative describing the proposed Safety and Quality Control Plan to include the areas below to demonstrate an overall understanding of the technical requirements and objectives to execute this requirement

- 1) Spills and Emission. Controlling, handling and the cleaning of spills and emissions.
- 2) Production Control. Ensuring that the aircraft will be refueled in a timely manner as prescribed in the PWS.
- 3) Quality Control. Meeting the quality control requirements of the PWS, identifying potential problem areas in the quality of service performed and corrective action to be taken before the level of performance becomes unsatisfactory.
- 4) Maintenance Program. Maintenance strategy for refueling vehicles, equipment and the Government bulk Petroleum, Oils and Lubricant (POL) storage facilities and maintenance strategy for calibration of meters and gauges.
- 5) Safety Program. Safe work environment and the prevention of accidents. Demonstrate how safety and accident prevention will be incorporated into your performance under this PWS.
- 6) Property Control System. Procedures for the control of Government Furnished property.
- 7) Physical Security. Process and procedures for crime prevention and the security of Government furnished equipment, fuels and supplies.
- 8) Employee Training. Managing new employee training, MOI training and employee upgrade training. Demonstrate how you will develop new MOI courses or other employee training.
- 9) Deleted.
- 10) Compliance with all applicable Army Regulations/Instructions/Manuals and Federal Aviation Regulations as cited in the PWS.



(c) Subfactor 3 - Project Management and Training Plan. The Offeror shall provide a narrative describing the proposed Project Management and Training Plan to include the areas below to demonstrate an overall understanding of the technical requirements and objectives to execute this requirement.

- 1) Identify the project manager and alternate project manager and articulates the organizational structure by shift, skill mix, function and numbers that will be used to meet the PWS requirements. Provide rationale used to develop the organizational structure and provide a staffing/manpower matrix to accomplish the requirements for the PWS. Include a breakout by labor category, number of personnel proposed and skill level.
- 2) Describe your plan to hire, train, and maintain qualified staff and make available trained and qualified personnel at contract start and throughout the period of performance to meet all PWS requirements. Provide the source from which you expect to hire your personnel that will work on this requirement.
- 3) Describe your strike contingency approach that will ensure continued performance in the event of a labor dispute or strike.
- 4) Provide a description of the teaming arrangement with any subcontractors or joint ventures including the organizational relationship and the lines of responsibilities between the prime and subcontractors.

### **3). Volume III – Past Performance:**

The Past Performance evaluation will review the recent and relevant past performance, as defined in this RFP, of the Offeror and all subcontractors, teaming partners or joint venture partners proposed to perform at least 10% of the requirement based on the total proposed price.

The Offeror shall provide three (3) **recent and relevant samples** of Past Performance with its Proposal containing the information requested below.

- A. Contract Number, award date, and contract type.
- B. Price/Cost – original award amount, and current or final cost or price with explanation for significant (i.e., 10% deviation) cost / price increases.
- C. Period of Performance.
- D. Rationale supporting your assertion that the past performance references are relevant to the Refueling/Defueling Support Services requirement as defined within this RFP.
- E. Point of Contact information to include the names, current phone numbers, and email addresses for references.
- F. A copy of any cure notices or show cause letters received for each contractor listed and a description of any corrective action by the Offeror or proposed subcontractor.

The Offeror shall identify any contract actions it has performed as a prime or subcontractor that has been terminated, in whole or part, for default or cause during the **past five (5) years** and any contract actions which are currently in the process of such termination. **The information is required for any contract action, whether or not relevant to the proposed effort.**

The Government reserves the right to consider past performance information from other sources when evaluating Offerors' past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the Offerors. Proposals that do not contain the information requested by this paragraph risk rejection or a less than acceptable performance rating by the Government.

**4). Volume IV – Price:**

The Offeror shall complete and submit the CLINs in “Supplies or Services and Prices/Costs” for all periods of performance. The Offeror shall not enter prices on CLINs associated with the Not to Exceed (NTE) amounts provided by the Government.

The Offeror shall complete the Matrix for Pricing Special Events Refueling Operations (Attachment 12) for the Class III Distribution Service -Sp CLINs for the base and all option periods. The hours included in the subject Matrix are for price evaluation purposes only and are not intended to be indicative of the annual performance. The per hour prices shall include all anticipated costs and will be incorporated in the contract as maximum per hour rates for the subject CLINs.

The Pricing shall be incorporated into the awarded contract and used to price optional tasks and for other appropriate purposes. The fully burdened labor rates proposed for each year cannot be adjusted except for instances where the labor categories are subject to the Service Contract Labor Standards and a revision is permitted under the provisions of FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts). Therefore, Offerors are cautioned to include inflation where warranted.

**ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS.**

**1. EVALUATION FACTORS FOR AWARD**

**a. Basis for Contract Award**

(1) This is a Best Value/Trade-Off Source Selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). The Government will select the best overall offer, based upon a combined assessment of Technical Approach, Past Performance, and Price. The contract may be awarded to the Offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation’s requirements (to include all stated terms, conditions, representations, certifications, and all other information required of this solicitation) and is evaluated by an overall assessment of the evaluation factors and sub-factors to represent what is most advantageous to the Government. As part of making the assessment, a best value analysis will be performed.

(2) As a basis for award, trade-offs between price and non-price factors are permitted. **THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE.** However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-price factors.

The Government will evaluate proposed prices for reasonableness using price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition.

**b. Best Value Goals:** The Government is looking for innovative ideas in providing efficient practices to perform the Refueling and Defueling services as consistent with this RFP. A proposal that demonstrates improved processes/procedures/plans that ensures the best possible usage of refueling and defueling equipment and manpower for the life of the contract, may be more advantageous to the Government than a proposal that just meets the minimum needs.

**EXAMPLES OF POSSIBLE INNOVATIONS, THE GOVERNMENT MAY CONSIDER, NOT ALL-INCLUSIVE, ARE AS FOLLOWS:**

1. The number of qualified refueling/defueling trucks and other equipment required for base field and stage fields.
2. Adequate manpower required to perform the work.
3. Innovative ideas to keep equipment at optimal levels
4. Innovative ideas to keep manpower at optimal levels
5. Safety and Quality Control Plan and Training
6. Plan to make a successful Phase-In Period

**c. Evaluation Criteria**

The evaluation factors are as follows:

Factor 1: Technical Approach

Subfactor 1 - Refueling/Defueling Operational Approach

Subfactor 2 – Safety and Quality Control Plan

Subfactor 3 - Project Management and Training Plan

Factor 2: Past Performance

Factor 3: Price

Relative Order of Importance of Factors.

\*The evaluation Technical Approach subfactors are listed in descending order of importance and Technical Approach is more important than Past Performance. All non-priced evaluation factors, when combined are approximately equal to price.

**Factor 1 - Technical Approach -**

(a) **Subfactor 1 - Refueling/Defueling Operational Approach.** The Government will evaluate the Offeror's Refueling/Defueling Operational approach to include the areas below in order to determine if the Offeror has demonstrated an overall understanding of the technical requirements and objectives to execute this requirement.

- 1) Refueling vehicles, rapid refuel equipment, and office and refuel equipment and maintenance facility to ensure that your asset acquisition approach will be met and equipped to perform on contract start date.
- 2) Identification of the number Refueling vehicles and equipment to meet the requirements of the PWS.
- 3) Maintaining refueling vehicles and equipment.
- 4) Maintaining bulk storage facilities furnished by the Government.
- 5) Calibration of meters and gauges.

(b) **Subfactor 2 - Safety and Quality Control Plan.** The Government will evaluate the Offeror's proposed Safety and Quality Control Plan to include the areas below in order to determine if the Offeror has demonstrated an overall understanding of the technical requirements and objectives to execute this requirement

- 1) Spills and Emission. Controlling, handling and the cleaning of spills and emissions.

- 2) Production Control. Ensuring that the aircraft will be refueled in a timely manner as prescribed in the PWS.
- 3) Quality Control. Meeting the quality control requirements of the PWS, identifying potential problem areas in the quality of service performed and corrective action to be taken before the level of performance becomes unsatisfactory.
- 4) Maintenance Program. Maintenance strategy for refueling vehicles, equipment and the Government bulk Petroleum, Oils and Lubricant (POL) storage facilities and maintenance strategy for calibration of meters and gauges.
- 5) Safety Program. Safe work environment and the prevention of accidents. Demonstrate how safety and accident prevention will be incorporated into your performance under this PWS.
- 6) Property Control System. Procedures for the control of Government Furnished Property.
- 7) Physical Security. Process and procedures for crime prevention and the security of Government furnished equipment, fuels and supplies.
- 8) Employee Training. Managing new employee training, MOI training and employee upgrade training. Demonstrate how you will develop new MOI courses or other employee training.
- 9) Deleted.
- 10) Compliance with all applicable Army Regulations/Instructions/Manuals and Federal Aviation Regulations as cited in the PWS.

(c) **Subfactor 3 - Project Management and Training Plan.** The Government will evaluate the Offeror's proposed Project Management and Training Plan to include the areas below in order to determine if the Offeror has demonstrated an overall understanding of the technical requirements and objectives to execute this requirement

- 1) Identifies the project manager and alternate project manager and articulates the organizational structure by shift, skill mix, function and numbers that will be used to meet the PWS requirements. Provide rationale used to develop the organizational structure and provide a staffing/manpower matrix to accomplish the requirements for the PWS. Include a breakout by labor category, number of personnel proposed and skill level.
- 2) Plan to hire, train, and maintain qualified staff and make available trained and qualified personnel at contract start and throughout the period of performance to meet all PWS requirements. Provide the source from which you expect to hire your personnel that will work on this requirement.
- 3) Strike contingency approach that will ensure continued performance in the event of a labor dispute or strike.
- 4) Description of the teaming arrangement with any subcontractors or joint ventures including the organizational relationship and the lines of responsibilities between the prime and subcontractors.

**Factor 1: Technical Approach.** Combined Technical/Risk Rating Method. The Offeror's technical approach will receive a combined technical/risk rating that includes consideration of risk in conjunction with the strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk rating listed in the table below. Each subfactor will receive

one of the ratings defined below, and there will be an overall roll-up adjectival rating at the factor level. The subfactor ratings will be used to determine an overall rating for the factor.

<b>Combined Technical/Risk Rating</b>	
<b>Adjectival Rating</b>	<b>Definition</b>
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

## **Factor 2 - Past Performance.**

The Government will evaluate the Offeror's recent and relevant past performance to determine how well the contractor performed on the referenced contracts and to assess the Offeror's probability of performing the solicitation's requirements. Past performance is assessed at the factor level after evaluating aspects of the Offeror's recent past performance that is relevant to the services being procured under this solicitation. Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided in the Offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System, Federal Awardee Performance and Integrity Information System, Electronic Subcontract Reporting System, or other databases; and may be obtained from other sources available to the Government, Defense Contract Management Agency and interviews with Program Managers, Contracting Officers, Fee Determining Officials and/or State Department Watch Lists. The team will use information determined to be recent and relevant to determine how well the contractor performed on the referenced contracts. Past performance areas of evaluation include:

- a) Quality of Service
- b) Schedule
- c) Customer Satisfaction
- d) Cost Control
- e) Management and Regulatory Compliance

Each Offeror will receive a performance confidence assessment rating based on the Offeror's recent past performance, focusing on performance that is relevant to the Contract requirements. The Government will first conduct a recency and relevancy assessment of the submitted past performance efforts. Only submissions assessed as recent and relevant, per the definitions below, will be evaluated for a past performance confidence assessment:

**Recency Assessment.** To be recent, the effort must be ongoing or must have been performed during the past three (3) years from the date of issuance of this RFP. Past performance information that fails this condition will not be evaluated.

**Relevancy Assessment.** To be relevant, the effort must be similar in nature of work, size, and complexity. The Government will conduct an in-depth evaluation of all recent performance information obtained to determine if it is the same or similar in nature of work, size, and complexity to the services being procured under this RFP.



Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown (or "neutral") past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered "acceptable."

#### **Factor 2 – Past Performance.**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in performing the solicitation's requirements as indicated by that Offeror's record of past performance. The Past Performance Factor will be assigned one of the ratings defined below. An Offeror whose proposal demonstrates no past performance will be rated "Neutral."

<b>Performance Confidence Assessments</b>	
<b>Rating</b>	<b>Description</b>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will successfully perform the required effort.

In performing the past performance factor evaluation, evaluators will apply the following relevance levels to assess the relevance of the prior contract effort(s) of Offerors.

<b>Past Performance Relevancy Ratings</b>	
<b>Rating</b>	<b>Definition</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

#### **Factor 3 – Price.**

Price will not be scored or rated. The Government will evaluate prices using one or more of the price analysis techniques in FAR 15.404-1. Through these techniques, the Government will determine whether prices are

reasonable, complete and balanced. However, unreasonably high, unbalanced, inaccurate or incomplete price proposals may be the grounds for eliminating a proposal from the competition.

**Offeror Pricing for the Class III Distribution Service – Special Event CLINs will be analyzed to determine which pricing provides the best value to the Government and will be utilized in the basis for tradeoff analysis and selection of offerors.**

Price reasonableness will be evaluated in accordance with the proposal analysis techniques described in FAR 15.404-1(b).

Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices.

Completeness/Accuracy. A determination will be made as to whether the Offerors have properly understood the proposal instructions. The proposals will also be checked for mathematical accuracy.

Option Years. The Government will evaluate offers for award purposes by adding the total price for all option years, including FAR 52.217-8, to the total price for the base period. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Evaluation of Option to Extend Services under 52.217-8. As part of the price evaluation, the Government will evaluate the option to extend services under FAR 52.217-8 by adding six months of the Offeror's final option period price to the Offeror's Total Overall Evaluated Price. Thus, the Offeror's Total Overall Evaluated Price for the purpose of this evaluation will include the base period, all option periods and 1/2 of the last option period. Offerors will **not** propose a price for this additional six-month period.

#### **52.228-5**

#### **INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### **52.228-5 Fill-in:**

Required Insurance under 52.228-5 Insurance – Work on a Government Installation

1. General Liability: \$5,000,000 with a \$1,000,000 per occurrence limit
2. Workman's Compensation IAW State Requirements

3. Hired, not owned vehicle collision coverage of \$1,000,000

(End of clause)

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** RE: New Refuel Trucks Status  
**Date:** Wednesday, December 20, 2017 5:35:10 PM

---

[REDACTED],  
Good evening.

I reviewed PCF files for the subject contracts most importantly MOD 36 and any documents the contract specialist and the end-user could provide, which was not much, if anything, that I can recall. I relied mostly on my conversations with the contract specialist, [REDACTED] (who really didn't seem to have any understanding of the requirement and what had occurred), the end-user [REDACTED] who stated to me that the contractor's efforts included manpower and materials, the USAACE/G8, [REDACTED] on the discussion on OMA funds, and the COR, [REDACTED], who provided the opposing view point of view that the trucks should be GFP (technically CAP). I relied on FAR Parts 12, 13, 37, and 45, with much weight given to performance-based service contracts, FAR 12 and 45.

When I arrived in December 2015 there was one Contracting Officer and there were eleven (11) personnel total (not including myself). I recall the structure was as follows: 5 - 1105, 3 - 1102 (1 - KO), 2 - 1101, 1 - 1910 and myself. I believe under MICC 2025 we were authorized eighteen (18) positions so that would have left us with six (6) vacancies if my memory is correct. The office maintained around 120 service contracts, still managed to due approx. 700 actions valued around \$181 million in that FY, I believe.

I hope this helps.

Thank you,  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ACC MICC (US)  
**Sent:** Wednesday, December 20, 2017 5:07 PM  
**To:** [REDACTED] CIV USARMY ACC (US) [REDACTED]  
**Subject:** FW: New Refuel Trucks Status

[REDACTED],  
What information did you review to provide the determination in your email below dated Thursday, February 11, 2016 1:11 PM?

How many personnel were in your office when you arrived as the office chief?  
How many warranted contracting officers were in the office when you arrived as office chief? How many vacancies were in the office when you arrived?

Respectfully,

[REDACTED]  
Chief, Acquisition Policy & Oversight Division  
Mission & Installation Contracting Command  
Fort Sam Houston, TX





210-466-2414 or DSN 450-2414

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, December 13, 2017 4:04 PM  
To: [REDACTED] CIV USARMY ACC MICC (US)  
>  
Subject: FW: New Refuel Trucks Status

This is the only way in which I communicated my assessment of the situation to the activities.

Thanks,

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, December 13, 2017 3:38 PM  
To: [REDACTED] CIV USARMY ACC (US)  
Subject: FW: New Refuel Trucks Status

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Thursday, February 11, 2016 3:19 PM  
To: [REDACTED] CIV USARMY ACC (US)  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] : [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] : [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] : [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] : [REDACTED] CIV USARMY ACC MICC (US)  
[REDACTED] : [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] : [REDACTED] CIV USARMY HQDA ACA (US)  
Subject: FW: New Refuel Trucks Status

Thank you for your response. I need to brief our new Director, [REDACTED] as he is unaware of this situation and will advise.

v/r,

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Thursday, February 11, 2016 1:11 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED]  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)



[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) [REDACTED] CIV USARMY  
AVNCOE (US) [REDACTED] CIV  
USARMY ACC MICC (US) [REDACTED]  
CIV USARMY ASC 406 AFSB LRC (US) [REDACTED]  
CIV USARMY HQDA ACA (US)

Subject: RE: New Refuel Trucks Status

All,

I've done some further research on the subject. MOD 00036 and the [REDACTED] obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.

I hope crosses both items 1 and 2 (?) off this list. Please engage [REDACTED] (your Contract Administrator) on the other items via a [REDACTED] modification request, expressing what exactly the issues are and/or what your asking relief from and we will make every effort to help.

Thanks for all you do,  
[REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Wednesday, February 03, 2016 12:26 PM  
To: [REDACTED] CIV USARMY ACC (US) [REDACTED]  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) [REDACTED] CIV USARMY  
AVNCOE (US) [REDACTED] CIV  
USARMY ACC MICC (US) [REDACTED]  
CIV USARMY ASC 406 AFSB LRC (US) [REDACTED]  
CIV USARMY ASC 406 AFSB LRC (US)

Subject: FW: New Refuel Trucks Status

[REDACTED],  
The PA Appointment for [REDACTED] is attached. Not positive that these are still good, but paragraph 4 states that "This appointment shall remain in effect through the life of the contract unless sooner revoked in writing by an appointing official...." Please advise either way.

Also, would greatly appreciate status and/or guidance on the issues listed below which have been in discussion for months.

- [1] 6 Fuel trucks
- [2] 1 Pick-up truck
- [3] 97 CCR Nozzles
- [4] \$28k Goldberg repair parts

- [5] All changes that need to be made to current contract
- [6] PWS revision
- [7] New contract - decision whether new contract should be Cost Plus for Firm Fixed
- [8] Fixed Fuel Initiative

Sir, I realize that the baton was passed to you very recently, but we desperately need your support in resolving these issues as we are running out of time.

I look forward to hearing from you.

v/r,

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Thursday, January 28, 2016 7:40 AM  
To: [REDACTED] CIV USARMY ACC (US)  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY ACC MICC (US)  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Subject: RE: New Refuel Trucks Status

Thank you very much Sir. We do not have PA orders for anyone and it was my understanding a nomination was already sent. Once I have the information you mentioned in your email and the PA orders (or amendment to the COR orders to reflect PA duties) then I can proceed. Please advise.

Thank you.

[REDACTED]  
Installation Property Book Officer  
BLDG 1215, 18th Street  
Fort Rucker, AL 36362  
DSN 558-3403  
COM: 334-255-3403

STATEMENT of LIMITATION of AUTHORITY

You are hereby notified that I DO NOT have the authority to direct you in any way to alter your contractual obligation. Further, if the Government, as a result of the information obtained from today's discussion DOES desire to alter your requirements, changes will be issued in writing and signed by the contracting officer. You should take no action on any change unless and until you receive such a contract modification.

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, January 27, 2016 6:19 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)

Cc: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) [REDACTED]  
MICC (US) [REDACTED] CIV USARMY ACC  
[REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US)  
Subject: RE: New Refuel Trucks Status

All,

[REDACTED] is preparing a DRAFT modification to correct the issue of the six (6) fuel trucks. The PWS, List of GFP/GFM/GFE and contract terms and conditions will be changed to reflect this action and incorporate the appropriate GFP clauses. Additionally, monies from depreciation and tax, tags, and registration will be accounted for. The DRAFT will be sent to [REDACTED] for review to see if there is anything she wishes to add from a Property Book perspective. There will not be a Release of Claims issued with this modification, so that if after Gov't inspection we need to off-set the contractor for maintenance we can do so. After wish a release of claim will be issued.

I hope this satisfies everyone's interests and corrects the issue going forward.

Thank you,  
[REDACTED]

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:10 AM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED]; [REDACTED] CIV USARMY ACC (US)  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) [REDACTED]  
MICC (US) [REDACTED] CIV USARMY ACC  
[REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US)  
Subject: RE: New Refuel Trucks Status

Thank you [REDACTED],

In addition, in order to begin this transfer of assets to a GFE listing, I will need PA orders and a TE which lists all equipment that will need to be on the GFE Asset Listing. This should include the trucks as well as all the equipment currently on the POL hand receipt.

[REDACTED]  
Installation Property Book Officer  
BLDG 1215, 18th Street  
Fort Rucker, AL 36362  
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-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:04 AM  
To: [REDACTED] CIV USARMY ACC (US) [REDACTED]  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY AVNCOE (US)  
[REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) [REDACTED] CIV USARMY ACC  
MICC (US) [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) [REDACTED]  
Subject: New Refuel Trucks Status

[REDACTED],

Based on our last meeting we had you informed us that you were going to finish up the process to get the 6 ea. New Refuel Trucks back into the government hands for [REDACTED]. Our IPBO [REDACTED] is back at work now and is awaiting any guidance or direction you may have for us on moving forward on this endeavor. Also I am available to assist anyway I can on the matter as well.

VR [REDACTED]

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: New Refuel Trucks Status (UNCLASSIFIED)  
**Date:** Tuesday, December 12, 2017 11:12:34 AM  
**Attachments:** [Property Decision Memo -DRAFT-12FFB16.docx](#)

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-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Friday, February 12, 2016 8:57 PM  
**To:** [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
**Cc:** Director, LRC [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Director, LRC [REDACTED];  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]> [REDACTED] CIV  
USARMY ASC 406 AFSB (US) <[REDACTED]> [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]> [REDACTED]  
[REDACTED] CIV USARMY ACC MICC (US)  
<[REDACTED]> [REDACTED] CIV USARMY HQDA  
ACA (US) <[REDACTED]>  
**Subject:** FW: New Refuel Trucks Status (UNCLASSIFIED)

[REDACTED],

The guidance received from our Director, [REDACTED] was to acquire your decision in memorandum format. Attached is a draft memo provided for your use if you desire.

I look forward to hearing from you so that we may close the loop on this situation.

v/r,  
[REDACTED]

-----Original Message-----

**From:** [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
**Sent:** Thursday, February 11, 2016 3:19 PM  
**To:** [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
**Cc:** Director, LRC [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
(Director, LRC) [REDACTED];  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]> [REDACTED] CIV USARMY  
AVNCOE (US) <[REDACTED]> [REDACTED] CIV  
USARMY ACC MICC (US) <[REDACTED]> [REDACTED]  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY HQDA ACA (US)  
<[REDACTED]>  
**Subject:** FW: New Refuel Trucks Status

 GG-1



Thank you for your response. I need to brief our new Director, [REDACTED], as he is unaware of this situation and will advise.

v/r,

-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Thursday, February 11, 2016 1:11 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
>  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY  
AVNCOE (US) <[REDACTED]>; [REDACTED] CIV  
USARMY ACC MICC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY HQDA ACA (US)  
<[REDACTED]>  
Subject: RE: New Refuel Trucks Status

All,

I've done some further research on the subject. MOD 00036 and the [REDACTED] obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.

I hope crosses both items 1 and 2 (?) off this list. Please engage [REDACTED] (your Contract Administrator) on the other items via a formal modification request, expressing what exactly the issues are and/or what your asking relief from and we will make every effort to help.

Thanks for all you do,

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Wednesday, February 03, 2016 12:26 PM  
To: [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
Cc: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY  
AVNCOE (US) <[REDACTED]>; [REDACTED] r W CIV  
USARMY ACC MICC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>  
Subject: FW: New Refuel Trucks Status

[REDACTED].

The PA Appointment for [REDACTED] is attached. Not positive that these are still good, but paragraph 4 states that "This appointment shall remain in effect through the life of the contract unless sooner revoked in writing by an appointing official...." Please advise either way.

Also, would greatly appreciate status and/or guidance on the issues listed below which have been in discussion for months.

- [1] 6 Fuel trucks
- [2] 1 Pick-up truck
- [3] 97 CCR Nozzles
- [4] \$28k Goldberg repair parts
- [5] All changes that need to be made to current contract
- [6] PWS revision
- [7] New contract - decision whether new contract should be Cost Plus for Firm Fixed
- [8] Fixed Fuel Initiative

Sir, I realize that the baton was passed to you very recently, but we desperately need your support in resolving these issues as we are running out of time.

I look forward to hearing from you.

v/r,

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Thursday, January 28, 2016 7:40 AM  
To: [REDACTED] CIV USARMY ACC (US) <[REDACTED]>;  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
<[REDACTED]>; [REDACTED] USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ACC  
MICC (US) <[REDACTED]>; [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

Thank you very much Sir. We do not have PA orders for anyone and it was my understanding a nomination was already sent. Once I have the information you mentioned in your email and the PA orders (or amendment to the COR orders to reflect PA duties) then I can proceed. Please advise.

Thank you.

[REDACTED]  
Installation Property Book Officer  
BLDG 1215, 18th Street  
Fort Rucker, AL 36362  
DSN 558-3403  
COM: 334-255-3403

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-----Original Message-----

From: [REDACTED] CIV USARMY ACC (US)  
Sent: Wednesday, January 27, 2016 6:19 PM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
[REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
<[REDACTED]> [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
[REDACTED] CIV USARMY ACC MICC (US) <[REDACTED]> CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

All,

[REDACTED] is preparing a DRAFT modification to correct the issue of the six (6) fuel trucks. The PWS, List of GFP/GFM/GFE and contract terms and conditions will be changed to reflect this action and incorporate the appropriate GFP clauses. Additionally, monies from depreciation and tax, tags, and registration will be accounted for. The DRAFT will be sent to [REDACTED] for review to see if there is anything she wishes to add from a Property Book perspective. There will not be a Release of Claims issued with this modification, so that if after Gov't inspection we need to off-set the contractor for maintenance we can do so. After wish a release of claim will be issued.

I hope this satisfies everyone's interests and corrects the issue going forward.

Thank you,

-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:10 AM  
To: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]> [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
Cc: [REDACTED] CIV USARMY AVNCOE (US)  
<[REDACTED]> [REDACTED] CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
[REDACTED] CIV USARMY ACC MICC (US) <[REDACTED]> CIV USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: RE: New Refuel Trucks Status

Thank you [REDACTED],

In addition, in order to begin this transfer of assets to a GFE listing, I will need PA orders and a TE which lists all equipment that will need to be



on the GFE Asset Listing. This should include the trucks as well as all the equipment currently on the POL hand receipt.

[REDACTED]  
Installation Property Book Officer  
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-----Original Message-----

From: [REDACTED] CIV USARMY ASC 406 AFSB LRC (US)  
Sent: Tuesday, January 26, 2016 9:04 AM  
To: [REDACTED] CIV USARMY ACC (US) <[REDACTED]>  
Cc: [REDACTED] C CIV USARMY ASC 406 AFSB LRC (US)  
<[REDACTED]>; [REDACTED] CIV USARMY AVNCOE (US)  
<[REDACTED]>; [REDACTED] CIV USARMY ASC 406 AFSB  
LRC (US) <[REDACTED]>; [REDACTED] CIV USARMY ACC  
MICC (US) <[REDACTED]>; [REDACTED] CIV  
USARMY ASC 406 AFSB LRC (US) <[REDACTED]>  
Subject: New Refuel Trucks Status

[REDACTED]  
Based on our last meeting we had you informed us that you were going to finish up the process to get the 6 ea. New Refuel Trucks back into the government hands for [REDACTED]. Our IPBO [REDACTED] is back at work now and is awaiting any guidance or direction you may have for us on moving forward on this endeavor. Also I am available to assist anyway I can on the matter as well.

VR [REDACTED]

CLASSIFICATION: UNCLASSIFIED  
CLASSIFICATION: UNCLASSIFIED  
CLASSIFICATION: UNCLASSIFIED  
CLASSIFICATION: UNCLASSIFIED



DEPARTMENT OF THE ARMY

Command:

MICC

Organization:

MICC-FORT RUCKER

SUBJECT: Asset Disposition Determination

12-Feb-16

**DRAFT**

Contract Number: W9124712C0023

1. The objective of this memorandum is to advise all concerned parties that after careful consideration of the correct and lawful disposition of the [6] six refuel trucks, my final decision is the trucks should be considered contractor-owned.
2. This determination was made based on a re-review of MOD 00036 as the [REDACTED] obligated expanded the refuel/defuel services of the subject contract for the integration of the UH-72 helicopter into Rucker's fleet. This modification action did not buy refueling trucks or any other vehicle specifically. The contractor's proposal included additional vehicles among other things required for the services to be expanded, but all equipment remained and will continue to remain contractor-owned. As such I have decided to withdraw the proposed administrative action to bring these six (6) fuel trucks into the government's inventory and re-issue as GFE.

[REDACTED]  
Director

GG-2