SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER PR15790168	PAGE 1 OF 39
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE:	4. ORDER NUMBER	5. SOLICITATION NUMBER 19J01026R0004	6. SOLICITATION ISSUE DATE May 13, 2026
7. FOR SOLICITATION INFORMATION CALL: ▶	a. NAME: Haitham AlZuhlof - AlZuhlofHF@state.gov AmmanRFQQuestions@state.gov		b. TELEPHONE NUMBER (No collect calls) + 962 6 5906025	8. OFFER DUE DATE/ LOCAL TIME 14:00, June 24, 2026

9. ISSUED BY — CODE 19J010

General Services Office (GSO)
American Embassy – Amman, Jordan
Email: AmmanRFQ@state.gov
Tel: + 962 6 5906025 - Fax: + 962 6 5907957

10. THIS ACQUISITION IS
- ☒ UNRESTRICTED OR
- ☐ SET ASIDE: ____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE 19J010

General Services Office (GSO)
American Embassy – Amman, Jordan

16. ADMINISTERED BY — CODE

See item 9

17a. CONTRACTOR/ OFFERER — CODE — FACILITY CODE

18a. PAYMENT WILL BE MADE BY — CODE 19J010

Financial Management Office (FMO)
American Embassy - Amman – Jordan
E-mail: AmmanBilling@state.gov

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Supply and Deliver - High-Grade Heating Oil (Diesel). See Continuation Pages for Details				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPY 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.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)* — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* — 31c. DATE SIGNED

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449
RFP NUMBER **19J01026R0004**
PRICES, BLOCK 23

1. SCOPE OF SERVICES

The Contractor shall supply and deliver High-Grade Heating Oil (Diesel) to the U.S. Embassy Amman, as described herein.

The contract will be a fixed-price, indefinite-quantity/indefinite-delivery (IDIQ) contract with an economic price adjustment. Under this contract, the Government may issue firm-fixed-price delivery orders for fuel.

The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, profit, and transportation necessary to supply and deliver the provision of High-Grade Heating Oil (Diesel) to the American Embassy Amman.

In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid on a firm fixed-price basis for each fuel delivery. The Contractor shall submit a monthly invoice covering all fuel deliveries made during the applicable month, and payment shall be made in accordance with contract payment terms upon receipt of a proper invoice.

Contract Minimum and Maximum Quantities:

Minimum: The Government shall place orders totaling a minimum of **20,000 Liters.** This reflects the contract minimum for the base year and option period.

Maximum: The total of all orders shall not exceed **2,600,000.00 Liters**. This reflects the contract maximum for the base year and each option period.

2. PRICING

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Embassy has a tax exemption certificate from the host government.

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

CLIN 0001 Base Year Prices in Jordanian Dinar (Twelve (12) Months)
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per iters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	2,400,000.00		
SubCLIN .2 Delivery per Liter - Diesel	2,400,000.00		
CLIN 0001 Grand Total in Jordanian Dinar			

CLIN 1001 First Option Year Prices in Jordanian Dinar (Option Term: Twelve (12) Months))
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per Liters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	2,400,000.00		
SubCLIN .2 Delivery per Liter - Diesel	2,400,000.00		
CLIN 1001 Grand Total in Jordanian Dinar			

CLIN 1002 Second Option Year Prices in Jordanian Dinar (Option Term: Twelve (12) Months))
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per Liters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	2,400,000.00		
SubCLIN .2 Delivery per Liter - Diesel	2,400,000.00		
CLIN 1002 Grand Total in Jordanian Dinar			

CLIN 1003 Third Option Year Prices in Jordanian Dinar (Option Term: Twelve (12) Months))
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per Liters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	2,400,000.00		
SubCLIN .2 Delivery per Liter - Diesel	2,400,000.00		
CLIN 1003 Grand Total in Jordanian Dinar			

CLIN 1004 Fourth Option Year Prices in Jordanian Dinar (Option Term: Twelve (12) Months))
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per Liters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	2,400,000.00		
SubCLIN .2 Delivery per Liter - Diesel	2,400,000.00		
CLIN 1004 Grand Total in Jordanian Dinar			

FAR Clause 52.217-8 OPTION TO EXTEND SERVICES (NTE 6-MONTHS)
**"Price information provided in the table below is for evaluation and award purposes only. The prices listed below shall not be binding and will not be incorporated into the total contract price at the time of award.

The Contracting Officer may, at their discretion and in accordance with FAR 52.217-8, extend the period of performance for up to six (6) months if it is determined to be in the best interest of the Government."**

CLIN 1005 FAR Clause 52.217-8 OPTION TO EXTEND SERVICES (NLT 6-MONTHS)
NAICS Code: 424720 – Diesel fuel merchant wholesalers (except bulk stations, terminals)

Type of Fuel	*Estimated Quantity per Liters	Unit Price Per Liter	Total in JOD
SubCLIN .1 Heating oil (Diesel)	1,200,000.00		
SubCLIN .2 Delivery per Liter - Diesel	1,200,000.00		
CLIN 1005 Grand Total in Jordanian Dinar Not to Exceed Price for Option to Extend Services 52-217-8			

2.1 Grand Total

Grand Total of Base plus All Option Years	Total in Jordanian Dinar (JOD)
CLIN 0001 Base Year Total in Jordanian Dinar	
CLIN 1001 Option Year 1 Total in Jordanian Dinar	
CLIN 1002 Option Year 2 Total in Jordanian Dinar	
CLIN 1003 Option Year 3 Total in Jordanian Dinar	
CLIN 1004 Option Year 4 Total in Jordanian Dinar	
CLIN 1005 Option to Extend Services 52-217-8 Total (NLT 6-MONTHS)	
Grand Total of Base plus All Options in Jordanian Dinar	

*The quantities shown in the tables are estimates for evaluation purposes only and do not represent guaranteed minimums or maximums. Actual quantities ordered under this contract may vary in accordance with delivery orders issued by the Government.

CONTINUATION TO SF-1449
RFP NUMBER **19J01026R0004**
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. Scope of Work

1.1. The Contractor shall furnish all labor, equipment, materials, and transportation necessary to supply and deliver High-Grade Heating Oil (Diesel) to the U.S. Embassy Amman compound located on Al-Umawyeen Street, Abdoun, Amman, Jordan, and to official residences within a 15-kilometer radius of the U.S. Embassy Amman, as described herein. The use of subcontractors for any portion of the work under this contract is strictly prohibited.

1.2. The Contracting Officer (CO) may issue oral delivery instructions in urgent situations, which shall be confirmed in writing.

1.3. The Contractor shall be paid a fixed unit price per liter, subject to adjustment in accordance with Section 11, Price Adjustment (Economic Price Adjustment – Fuel). This price is subject to the Host Government official monthly rate for diesel, as set by laws enacted by the Government of Jordan, and will apply to deliveries made during that month.

2. Fuel Delivery Requirements

2.1. General Requirements

2.1.1. The Contractor shall deliver fuel to the U.S. Embassy Amman in strict accordance with delivery orders issued under this contract. All deliveries shall be made by tanker truck on the dates and times specified in the delivery orders and as directed by the Contracting Officer's Representative (COR). Contractor personnel performing fuel deliveries shall comply with all U.S. Embassy regulations governing access, safety, and receipt of supplies in accordance with Section 4 (Safety and Equipment Requirements). The COR shall be responsible for providing on-site instructions to contractor personnel at the time of delivery. At the time of each delivery, the tanker truck driver shall furnish a delivery ticket to the COR. The delivery ticket shall specify the quantity delivered, the unit price, and the date and time of delivery. The delivery ticket shall also be submitted electronically to the COR.

2.2. Delivery Requirements

2.2.1. The Contractor shall deliver High-Grade Heating Oil (Diesel) to the U.S. Embassy Amman compound located on Al-Umawyeen Street, Abdoun, and to official residences located within a 15-kilometer radius of the Embassy.
2.2.2. Diesel deliveries shall be made between the hours of 08:00 and 18:00, Sunday through Saturday.

2.2.3. The Contractor shall promptly deliver diesel fuel by tanker truck in accordance with delivery orders issued under the contract. The tanker truck size shall be determined by the COR based on the delivery location, maneuverability constraints, and safety requirements.
2.2.4. As determined by the COR, in the event of consistent discrepancies between the Contractor's fuel meter and the Embassy fuel meter, the Contractor shall calibrate its meter and submit calibration certificates to the COR.
2.2.5. The Contractor shall submit meter calibration certificates every six (6) months.
2.2.6. The Contractor shall use its fuel meter during delivery. Subject to the COR's discretion, all fuel shall be delivered through the Embassy-designated fuel meter for verification of delivered quantities.
2.2.7. Any contractor personnel involved in diesel delivery shall comply with Embassy safety and access regulations.

2.3. Project Manager

2.3.1. The Contractor shall designate a Project Manager who will be responsible for the overall execution of heating oil (Diesel) supply and delivery services under this contract. The Project Manager shall serve as the primary point of contact for contract performance matters and shall ensure full compliance with all contractual requirements. The Project Manager shall have full authority to act on behalf of the Contractor in all matters related to contract performance and shall understand both written and spoken English.

2.3.2. The Project Manager's duties include, at a minimum:

2.3.2.1. Overseeing day-to-day contract performance and delivery operations.
2.3.2.2. Ensuring timely coordination of fuel supply schedules and deliveries.
2.3.2.3. Maintaining effective communication with the Contracting Officer's Representative (COR) on all operational and performance issues.
2.3.2.4. Addressing and resolving any delivery delays, shortages, or service issues promptly.
2.3.2.5. Ensuring accuracy of delivery documentation and reporting.
2.3.2.6. Monitoring contractor compliance with safety, quality, and environmental requirements applicable to fuel handling and transportation.

3. Pre-Delivery Notification Requirements

3.1. At least twenty-four (24) hours prior to the delivery date, the Contractor shall provide the COR with the following information:

3.1.1. Full names of the driver and assistants;
3.1.2. Identification numbers;
3.1.3. Tanker truck details, including plate number, color, make, and model.

4. Safety and Equipment Requirements

4.1. The tanker truck and delivery personnel shall be equipped with all tools and safety equipment necessary to perform fuel deliveries in compliance with U.S. Embassy safety requirements, including but not limited to:

4.1.1. Fire Protection: An approved fire extinguisher suitable for fuel fires.
4.1.2. Explosion Prevention: A grounding cable to be connected to the designated grounding point at each delivery location.
4.1.3. Spill Prevention: A spill response kit capable of containing fuel spills and preventing fuel from reaching drains.
4.1.4. Slip Prevention: A minimum of twenty (20) kilograms of sand in a metal container for use on slippery surfaces during fueling operations.
4.1.5. Fall Prevention: Securing the fueling area and placing warning tape to prevent tripping or falling hazards associated with fuel hoses.
4.1.6. PPE (Personal Protective Equipment): to include but not limited to gloves, goggles, and reflective vests.

5. Fuel Quality & Specifications

5.1. The Contractor shall ensure that all fuel supplied under this contract meets the official high-grade standards established by the Government of Jordan or internationally recognized specifications (e.g., ASTM or EN standards). Fuel that does not meet these specifications shall be considered non-conforming.

6. Inspection and Rejection

6.1. The U.S. Embassy Amman reserves the right to inspect and sample all fuel deliveries. The COR may reject any fuel that fails to meet the specifications or standards set forth in Section 5.1. The Contractor shall replace rejected fuel at no additional cost and within a timeframe determined by the COR to avoid operational disruption. Upon request by the COR, the Contractor shall furnish a fuel inspection report completed by an official third-party laboratory or accredited testing entity.

7. Emergency and After-Hours Delivery

7.1. The Contractor shall provide emergency fuel delivery outside of normal delivery hours, 08:00–18:00, Sunday–Thursday, upon direction of the CO or COR. Emergency deliveries shall be provided at the contract unit price without any additional charges.

8. Liability for Spills, Leaks, Damage, and Pollution

8.1. The Contractor shall be fully responsible for any damages, contamination, or environmental hazards caused by fuel spills, leaks, or mishandling during delivery, storage, or transfer to Embassy facilities. The Contractor shall promptly take corrective action and

coordinate with Embassy staff to mitigate risks. All safety, spill prevention, and environmental measures specified in Section 4 shall be strictly followed.

9. Legal and Compliance

9.1. The Contractor shall comply with all applicable local, host government, and U.S. laws, regulations, and Embassy policies in the performance of this contract, including but not limited to environmental, safety, and labor regulations.

9.2. The Contractor shall be responsible for ensuring that all personnel performing services under this contract are properly trained, licensed, and authorized as required by law or regulation.

9.3. The Contractor shall submit to the COR all documentation, certifications, licenses, and records required to demonstrate compliance with Host Government laws and regulations, and shall update such documents as necessary to maintain compliance throughout the term of the contract.

10. Reporting Requirements

10.1. All reports shall be submitted electronically in Microsoft Word, Excel, or PDF format, as directed by the COR. Additional ad hoc reports requested by the COR shall be submitted within five (5) business days unless otherwise directed.

10.2. Fuel Reports

10.2.1. Monthly Delivery Report: Summarizes all diesel deliveries for the month, including:

- 10.2.1.1. Delivery location
- 10.2.1.2. Fuel type and quantity delivered
- 10.2.1.3. Delivery date and time
- 10.2.1.4. Transaction reference number or ticket
- 10.2.1.5. Any deviations from delivery orders or anomalies

10.2.2. Meter Calibration Report: Certification of diesel fuel meter calibration every six (6) months or as requested by the COR.

10.2.3. Fuel Inspection Report: When requested by the COR, the Contractor shall furnish a diesel fuel inspection report completed by an official third-party laboratory or accredited testing entity.

11. Price Adjustment (Economic Price Adjustment – Fuel)

11.1. This contract includes an Economic Price Adjustment (EPA) provision in accordance with FAR 52.216-2, Economic Price Adjustment—Standard Supplies.

11.2. The unit price per liter for fuel shall be adjusted monthly to reflect increases or decreases in the official fuel prices established and announced by the Government of Jordan.

11.3. The adjusted unit price shall become effective on the date specified in the official Government of Jordan fuel price announcement and shall apply to all fuel deliveries made during that period.

11.4. Within five (5) business days following the official price announcement, the Contractor shall submit written notice to the COR confirming the revised fuel price. The notice shall include a copy of the official Government of Jordan announcement.

11.5. Any price adjustment under this clause shall be limited solely to the portion of the contract price directly attributable to the increase or decrease in the official fuel price. No adjustment shall be made for labor, wages, overhead, deliver charges, fixed costs, general and administrative expenses, materials, profit, or any other cost elements.

11.6. No request for price adjustment shall be submitted or considered after final payment has been made under this contract.

11.7. This clause applies only to fuel price changes resulting from official price determinations issued by the Government of Jordan. No adjustment shall be made for currency devaluation, exchange rate fluctuations, or any other economic factors not directly related to the official fuel price.

12. Billing and Payment

12.1. The Contractor shall be paid on a monthly basis upon submission of a proper invoice for all deliveries made under delivery orders during the month.

12.2. Invoice Requirements: Each invoice shall include, at a minimum:

12.2.1. Contract number
12.2.2. Delivery order reference numbers
12.2.3. Fuel type and quantity delivered by CLIN # / SubCLIN #
12.2.4. Delivery date(s) and time(s) by CLIN # / SubCLIN #
12.2.5. Unit price per liter and total amount by CLIN 3 / SubCLIN #
12.2.6. Delivery charges, if applicable and as per the contract.
12.2.7. Contractor name, address, and point of contact

12.3. Submission Instructions

12.3.1. Invoices shall be submitted electronically to the COR for review and approval.
12.3.2. Payment will be made only after the COR verifies that the deliveries were completed in accordance with the contract.

12.4. Payment Terms

12.4.1. Payment shall be made within 30 calendar days in accordance with the Prompt Payment Act and applicable U.S. Government policies, after the U.S. Government receives a proper invoice and verifies that all contract requirements, including delivery and reporting obligations, have been satisfied.
12.4.2. Any discrepancies or errors in invoices may result in delayed payment until resolved by the COR.

13. General Liability Insurance.

13.1. Amount of Insurance: The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

13.2. General Liability: (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

13.2.1. Bodily Injury stated in Jordanian Dinar (JOD):

Per Occurrence	**100,000.00 JOD**
Cumulative	**300,000.00 JOD**

13.2.2. Property Damage stated in Jordanian Dinar (JOD):

Per Occurrence	**100,000.00 JOD**
Cumulative	**300,000.00 JOD**

13.3. The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

13.4. For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide Workers' Compensation Insurance (Defense Base Act) in accordance with FAR 52.228-3, or host country nationals that do not have a DOL waiver.

13.5. The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

13.5.1. any property of the Contractor,
13.5.2. its officers,
13.5.3. agents,
13.5.4. servants,
13.5.5. employees, or
13.5.6. any other person,

13.5.7. arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

13.6. The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

13.7. Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

13.8. Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

14. Deliverables

14.1. The following items shall be delivered under this contract:

Description	Delivery Date	Delivery To:
Evidence of insurance – point 13.8	Within 10 days after award	CO/COR
Pre-delivery notification (driver names, IDs, tanker truck details) – point 3.1	At least 24 hours prior to delivery	COR
Monthly Delivery Report – point 10.2.1	Monthly	COR
Fuel Meter Calibration Report – point 10.2.2	Every 6 months or as requested	COR
Fuel Inspection Report – point 10.2.3	As requested	COR
Written notice confirming revised fuel price, with official announcement – point 11.4	Within 5 business days of official price announcement	COR
Delivery Ticket – point 2.1.1	Upon each delivery	COR
Invoices and Payment Requests – 12.1	Monthly	COR

15. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

15.1. his plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all **fuel supply and delivery** services set forth in the scope of work.	1 thru 14	All required services are performed and no more than one (1) customer complaint is received per month.

15.2. SURVEILLANCE.

15.2.1. The COR will receive, document, and track all complaints from Government personnel regarding fuel delivery services. When necessary, complaints will be forwarded to the Contractor for corrective action.
15.2.2. The COR will conduct unannounced inspections to verify compliance with all requirements outlined in Section 1, Scope of Work, and the Performance Work Statement.

15.3. STANDARD: The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

15.3.1. PROCEDURES

1. If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
2. The COR will complete appropriate documentation to record the complaint.
3. The COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
4. If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
5. The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
6. If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
7. The COR will consider complaints as resolved unless notified otherwise by the complainant.
8. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate. action under the Inspection clause.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020).

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means–

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at

the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall–

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS

on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

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):

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://www.acquisition.gov/far/ or, *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to see the links to the FAR. You may also use an internet "search engine" (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

52.216-2 ECONOMIC PRICE ADJUSTMENT—STANDARD SUPPLIES (NOV 2021)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

52.216-2 ECONOMIC PRICE ADJUSTMENT—STANDARD SUPPLIES (NOV 2021)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the

Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when –

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either –

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 Liter, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--
(1) Any order for a single item in excess 500,000 Liters;
(2) Any order for a combination of items in excess of 600,000 Liters; or
(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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. 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 the performance period of the contract.

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 the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(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 five (5) years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and

until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");

2) Clearly identify themselves and their contractor affiliation in meetings;

3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request: (1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative,
blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance,
suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Facility Officer.**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

A. Summary of instructions: Each offer must consist of the following:

A.1 SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror's ability to perform, including:

(1) Name of a Project Manager (or designated liaison to the U.S. Embassy/Consulate) who will be responsible for contract performance coordination, understands both written and spoken English, and is capable of effectively communicating and managing operational matters under the contract.

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing in **Jordan** or plans to establish an office within 30 days of contract award.

(3) The offeror shall provide proof of SAM registration to include the SAM UEI number. Subcontracting any work will not be accepted.

(4) List of clients over the past Five years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Jordan,** then the offeror shall provide its international experience. Past performance of subcontractors, affiliates, parent companies, or joint venture partners shall not be considered and is not acceptable for evaluation purposes. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use

this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(5) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(7) The offeror's plan for Fuel Supply and Deliver - High-Grade Heating Oil (Diesel) to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Quality Management Plan, for ensuring quality of services including but not limited to contract administration and oversight.

Any other written information that will provide proof of the company's technical and financial responsibility.

A.3. The Contractor shall submit evidence of the required insurance coverage in the form of valid certificates of insurance. In lieu of current certificates, the Contractor may submit a written statement confirming that it will obtain the required insurance upon award, including the name of the proposed insurance provider.

A.4. If the offeror provides housing for their personnel, a housing plan must be submitted in detail and in accordance with all applicable laws. The housing plan must include the location and description of the proposed housing and must state in their offer that housing meets host country's housing and safety standards and local codes.

A.5. The offeror shall submit audited financial statements for the past five (5) years to demonstrate financial stability and capability to fulfil the contract requirements.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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. Also, the full text of a clause may be accessed electronically at this/these address(es): *http://www.acquisition.gov/far/* or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

PRE-PROPOSAL CONFERENCE

The Government is planning a pre-proposal conference, during which potential contractors may obtain a better understanding of the work required. Offerors are encouraged to submit all questions in writing using the email address provided in block **7.A** of Standard Form 1449, Solicitation, Offeror and Award, of this solicitation and **no later than June 04, 2026**. After the conference, an amendment to the solicitation containing an abstract of the questions and the Government's answers, will be made publicly available on https://sam.gov/.

In order to facilitate conference preparations, prospective offerors should contact the person identified in **Block 7.A** on Standard Form 1449 of this solicitation to provide company name,

attendee's names and identification numbers **no later than June 04, 2026** to make arrangements for security processing for entry of attendees into the U.S. Embassy compound, and **only two representatives per company are allowed**.. Failure to attend the pre-proposal conference does not constitute grounds supporting a protest or contract claim.

Offerors are cautioned that, notwithstanding any remarks, clarifications, or responses provided at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by written amendment. It is the responsibility of each offeror, prior to submitting a proposal, to seek clarification of any perceived ambiguity in the solicitation or created by an amendment of the solicitation.

The pre-proposal conference will be held:

Date: **June 10, 2026**
Time: **10: 00 AM** (Jordan Local Time)
Location: U.S. Embassy in Amman, General Services Office

THE FOLLOWING DOSAR PROVISIONS ARE PROVIDED IN FULL TEXT:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/GA/AMD) or a Regional Procurement Support Office, the A/GA/AMD Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor at 962 6-590600. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. Proposals shall include a completed solicitation. The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFP. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING FAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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).

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-90 Offeror Identification.

As prescribed in 4.208(c)(1), insert the following provision:
Offeror Identification (Deviation Date)
If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer.
(a) Definitions. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
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. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.
(b) Unique entity identifier (UEI).
(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.
(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary 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 the implementing IRS regulations:

(1) Taxpayer identification number (TIN)
□ TIN: _____;
□ TIN has been applied for; or
□ 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; or
□ Offeror is an agency or instrumentality of the Federal Government.
(2) 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; or
□ Other.
(3) Common parent.
□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or
□ Name and TIN of common parent:
Name: _____
TIN: _____
(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN 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)).
(d) Commercial and Government Entity (CAGE) code.
(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (ttps://www.nato.int/structur/ac/135/about/contacts)

Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—
(i) Its immediate owner(s), if any;
(ii) Its highest-level owner, if any; and
(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

Owner Type	CAGE Code	Legal Business Name
Immediate owner		
Highest-level owner		

Predecessor*
* Predecessor CAGE code may be marked "Unknown."
(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.204-91 Contractor Identification.

As prescribed in 4.208(c)(2), insert the following clause:

Contractor Identification (Deviation Date)
Definitions. As used in this clause—
Commercial and Government Entity code means—
(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.
(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is…	**Then…**
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes*. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at ***www.irs.gov/w14***. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [__]is [__]is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [____] a full exemption, or [____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to *https://www.irs.gov/help/tax-law-questions***.

(End of provision)

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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. Also, the full text of a clause may be accessed electronically at:
http://www.acquisition.gov/far/ or *http://farsite.hill.af.mil/vffara.htm*

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)