

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K		PAGE OF PAGES 1 of 6	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 9 May 2000		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL: S. DAVIS/T. PARKER/DESC-PEC PHONE: (703) 767-9514/9512			CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)				X	9a. AMENDMENT OF SOLICITATION NO. SP0600-00-R-0055	
					9b. DATED (SEE ITEM 11) 27 APRIL 2000	
					10a. MODIFICATION OF CONTRACT/ORDER NO.	
					10b. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. 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)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF						
D. OTHER (Specify type of modification and authority):						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
A. THE PHONE NUMBERS FOR THE POINTS OF CONTACT FOR THIS SOLICITATION ARE CHANGED AS FOLLOWS: SHARON DAVIS: 703-767-9512, TYLER PARKER: 703-767-9514						
B. ALL GASOLINE NARRATIVES LISTED AS "MIDGRADE, UNL PREMIUM" ARE HEREBY CHANGED TO READ "GASOLINE, UNL PREMIUM"						
C. THE NARRATIVE FOR ITEMS 151-92, BAUMHOLDER AND 201-92, GRAFENWOHR ARE CHANGED TO REMOVE THE LISTED REMOVAL FEE AND THE DEMURRAGE RATE, AS STATED IN THE SOLICITATION. LINE ITEM 7777-77 IS HEREBY ESTABLISHED TO COVER RAILCAR REMOVAL FEES AND DEMURRAGE CHARGES FOR ITEMS 151-92, BAUMHOLDER AND 201-92, GRAFENWOHR						
D. Clause G9.09-1, PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999), IS HEREBY REVISED TO INCREASE THE NUMBER OF DAYS THE CONTRACTOR MUST PROVIDE DESC ITS EFT DATA FROM 3 TO 5 DAYS.						
E. CLAUSE G9.11, DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF INFORMATION (MAY 1999), IS HEREBY ADDED TO THIS SOLICITATION.						
(See Continuation Pages)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

151-92-BAUMHOLDER, GASOLINE, UNL PREM (MUG)

750,100 LT

RAILCAR DELIVERY

1. RAILCARS WILL STAGED FOR A PERIOD OF 150-180 DAYS FOR USE AS A STORAGE FACILITY.
2. DELIVERY HRS: 0800-1530 HRS MON-FRI.
3. AVERAGE DELIVERY 56,781 LITERS
4. ESCORTS ARE REQUIRED FOR ACCEPTANCE OF FULL RAILCARS AND REMOVAL OF EMPTY RAILCARS. FULL RAILCARS WILL BE HOOKED UP BY BSB PERSONNEL. EMPTY RAILCARS WILL BE MOVED BY THE CONTRACTOR'S DESIGNATED RAIL CARRIER "DEUTSCHE BUNDESBAHN." RAIL LINES ARE AVAILABLE FOR FULL AND EMPTY RAILCARS.
5. EMPTY RAILCARS WILL BE RELEASED WITH MINIMAL RESIDUE NOT TO EXCEED 95 LITERS WHICH WILL BE CLEANED AND DISPOSED OF BY THE CONTRACTOR.
6. IF THE STAGED RAILCAR (FIRST) IS NOT READY TO BE REMOVED WHEN THE NEXT FULL (SECOND) RAILCAR IS DELIVERED, THE ACTIVITY WILL HAVE A FIVE-DAY (5-DAY) GRACE PERIOD TO RELEASE THE EMPTY RAILCAR. THE STAGING PERIOD FOR THE FIRST RAILCAR WILL EXPIRE UPON DELIVERY OF THE SECOND RAILCAR.
7. **THE CONTRACTOR (PRIME) MUST BE NOTIFIED, VIA FACSIMILE NO LATER THAN THE FOURTH DAY OF THE FIVE DAY GRACE PERIOD FOR REMOVAL OF THE FIRST RAILCAR (EMPTY) ON THE MORNING OF THE SIXTH DAY (MINIMUM 48 HOURS NOTIFICATION). A REMOVAL FEE OF _____ DM WILL BE LEVIED. THIS FEE DOES NOT APPLY TO REMOVALS ON SAME DAY THE SECOND RAILCAR IS DELIVERED**
8. SHOULD THERE BE TWO (2) RAILCARS STAGED AT THIS LOCATION ON THE SIXTH (6TH) DAY (BEYOND THE FIVE DAY GRACE PERIOD), **A DEMURRAGE RATE OF _____ DM/DAY WILL BE LEVIED AGAINST THE ACTIVITY PLUS THE ABOVE-MENTIONED _____ DM REMOVAL FEE.**
9. **REMOVAL FEE AND DEMURRAGE CHARGES WILL BE BILLED USING LINE ITEM 7777-77. A COPY OF THE CONTRACTOR'S INVOICE FOR DEMURRAGE CHARGES SHALL BE SUBMITTED TO THE CONTRACTING OFFICER AND TO THE ORDERING OFFICER FOR VERIFICATION.**
10. **QUANTITY DETERMINATION WILL BE IN ACCORDANCE WITH THE "DETERMINATION OF QUANTITY FOR RAILCAR DELIVERY (PC&S)(GERMANY)" CLAUSE OF THIS CONTRACT.**

201-92-GRAFENWOHR, GASOLINE, UNL PREM (MUG)

450,000 LT

RAILCAR DELIVERY

1. RAILCARS WILL STAGED FOR A PERIOD OF 150-180 DAYS FOR USE AS A STORAGE FACILITY.
2. DELIVERY HRS: 0800-1530 HRS MON-FRI.
3. AVERAGE DELIVERY 56,781 LITERS
4. ESCORTS ARE REQUIRED FOR ACCEPTANCE OF FULL RAILCARS AND REMOVAL OF EMPTY RAILCARS. FULL RAILCARS WILL BE HOOKED UP BY BSB PERSONNEL. EMPTY RAILCARS WILL BE MOVED BY THE CONTRACTOR'S DESIGNATED RAIL CARRIER "DEUTSCHE BUNDESBAHN." RAIL LINES ARE AVAILABLE FOR FULL AND EMPTY RAILCARS. RAILCARS WILL NOT BE REQUIRED TO BE CONNECTED OR DISCONNECTED WITH HOSES AND FITTINGS.
5. EMPTY RAILCARS WILL BE RELEASED WITH MINIMAL RESIDUE NOT TO EXCEED 95 LITERS WHICH WILL BE CLEANED AND DISPOSED OF BY THE CONTRACTOR.
6. IF THE STAGED RAILCAR (FIRST) IS NOT READY TO BE REMOVED WHEN THE NEXT FULL (SECOND) RAILCAR IS DELIVERED, THE ACTIVITY WILL HAVE A FIVE-DAY (5-DAY) GRACE PERIOD TO RELEASE THE EMPTY RAILCAR. THE STAGING PERIOD FOR THE FIRST RAILCAR WILL EXPIRE UPON DELIVERY OF THE SECOND RAILCAR.
7. **THE CONTRACTOR (PRIME) MUST BE NOTIFIED, VIA FACSIMILE NO LATER THAN THE FOURTH DAY OF THE FIVE DAY GRACE PERIOD FOR REMOVAL OF THE FIRST RAILCAR (EMPTY) ON THE MORNING OF THE SIXTH DAY (MINIMUM 48 HOURS NOTIFICATION). A REMOVAL FEE OF _____ DM WILL BE LEVIED. THIS FEE DOES NOT APPLY TO REMOVALS ON SAME DAY THE SECOND RAILCAR IS DELIVERED.**
8. SHOULD THERE BE TWO (2) RAILCARS STAGED AT THIS LOCATION ON THE SIXTH (6TH) DAY (BEYOND THE FIVE DAY GRACE PERIOD), **A DEMURRAGE RATE OF _____ DM/DAY WILL BE LEVIED AGAINST THE ACTIVITY PLUS THE ABOVE-MENTIONED _____ DM REMOVAL FEE.**
9. REMOVAL FEE AND DEMURRAGE CHARGES WILL BE BILLED USING LINE ITEM 7777-77. A COPY OF THE CONTRACTOR'S INVOICE FOR DEMURRAGE CHARGES SHALL BE SUBMITTED TO THE CONTRACTING OFFICER AND TO THE ORDERING OFFICER FOR VERIFICATION.
10. QUANTITY DETERMINATION WILL BE IN ACCORDANCE WITH THE "DETERMINATION OF QUANTITY FOR RAILCAR DELIVERY (PC&S)(GERMANY)" CLAUSE OF THIS CONTRACT.

**G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)**

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than **5 days** after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall

provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC TRANSFER OF FUNDS INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information , in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) DESIGNATED OFFICE.

Name: Sharon Davis / Tyler Parker

Mailing Address: Defense Energy Support Center
ATTN: DESC-PEC
8725 John J. Kingman Road, Suite 4950
Fort Belvoir, Virginia 22060-6222

Telephone Number(s): 703-767-9512 / 703-767-9514

Person(s) to Contact: Sharon Davis / Tyler Parker

Electronic Address: sdavis@desc.dla.mil / tparker@desc.dla.mil

(FAR 52.232-35)