

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 of 4
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 16 August 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 FAX (703) 767-8506 BUYER/SYMBOL: S. DAVIS/T. PARKER/DESC-PEC PHONE: (703) 767-9514/9512 EMAIL: sdavis@desc.dla.mil/tparker@desc.dla.mil P.P. 1.8m		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 FOLLOWING CLAUSES IN AMENDMENT 0005 ARE HEREBY REVISED:				
G150.07, SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S)(DESC AUG 2000) G150.07-2, SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S)(DESC AUG 2000)				
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)		

The following clause applies only to non-DESC-funded items:

**G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S)
(DESC AUG 2000)**

NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: $7,529.4 = 7,529$ or $7,529.5 = 7,530$.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PREPARATION AND SUBMISSION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (For Germany only, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms).

(1) The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) The original invoice shall be clearly marked **ORIGINAL**. Unless otherwise specified in the contract, the invoice shall be submitted to the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract.

(3) **FOR GERMANY ONLY:** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile. Submission of the Abwicklungsschein for invoices submitted via facsimile shall follow the instructions contained in (e)(5) below.

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall forward a copy of the receipt to the applicable paying office. A copy of the receipt document shall be submitted to the contractor. Copies of receipt documents shall be submitted to Ordering Office upon request.

(3) Payments to the Contractor will be based on the quantities specified on the receiving report and payments will be made in accordance with the terms of the contract.

(e) **FACSIMILE INVOICES.** Facsimile (fax) invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices.

(1) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) If the fax is received before 5 p.m. Local Time of the country where the paying office is located, the receipt date of record is the date the item was received. If the fax is received after 5 p.m. Local Time, the receipt date is the next business day.

(3) The Contractor shall include its fax number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.

(5) **FOR GERMANY ONLY:** The Contractor must mail the original tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the faxed invoice must accompany the Abwicklungsschein.

(DESC 52.232-9FA5)

The following clause applies only to DESC-funded items:

G150.07-2 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC AUG 2000)

NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-CO-TLSFC
PO BOX 182317
COLUMBUS OH 43218-6252

(d) **CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (ii) DD Form 1155, Order for Supplies or Services; or
- (iii) DD Form 250, Material Inspection and Receiving Report.

(2) Receiving activities shall input receipt information into the Defense Fuel Automated Management System (DFAMS) via Fuels Control Center or other electronic systems installed at their activity. A copy of the receipt document shall be submitted to the Contractor. Copies of receipt documents shall be submitted to DESC-FII upon request.

(3) Payments to the Contractor will be based on the quantities specified on the receiving report and payments will be made in accordance with the terms of the contract.

(e) **SUBMISSION OF INVOICES.**

(1) Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (For Germany only, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms). The Government prefers that the Contractor submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity. However, invoices may be submitted on a daily, weekly, bimonthly, or monthly basis. Weekly, bimonthly, and monthly invoices must contain only one item number and only one corresponding delivery order number, and must specify the total quantity delivered for each specific delivery date.

(2) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(3) **FOR GERMANY ONLY:** The original tax exemption documentation (Abwicklungsschein) must accompany the invoice unless the invoice is submitted via facsimile. Submission of the Abwicklungsschein for invoices submitted via facsimile shall follow the instructions contained in (5) below.

(4) **COURIER DELIVERY OF INVOICES.**

(i) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER
ATTN: DFAS-CO-TLSFC
3990 EAST BROAD STREET BLDG 21
COLUMBUS OH 43213-1152

- (ii) Invoices submitted by courier to the above address will be handled in a timely manner.

(5) **FACSIMILE INVOICES.** Facsimile (fax) invoices are authorized only where the fax number is noted for the paying office stated in the ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) clause of this contract. The following provisions apply if the paying office can accept fax invoices.

(i) Contractors who select the fax method of invoicing prior to award in accordance with the FACSIMILE INVOICING provision must do so for all invoices. Failure to comply with these requirements will result in revocation of the Contractor's right to submit invoices by the fax method.

(ii) If the fax is received before 5 p.m., Eastern Standard Time, the receipt date of record is the date the item was received. If the fax is received after 5 p.m., Eastern Standard Time (EST) or Eastern Daylight Time (EDT), the receipt date is the next business day.

(iii) The DFAS-CO-TLS fax number is **(614) 693-0671**.

(iv) The Contractor shall include its fax number on each document transmitted.

(v) After transmitting the original invoice, the Contractor shall mark that invoice "**ORIGINAL INVOICE - FAXED**" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.

(vi) **FOR GERMANY ONLY:** The Contractor must mail **the original** tax exemption documentation (Abwicklungsschein) immediately after submission of the faxed invoice. A copy of the **faxed** invoice must accompany the Abwicklungsschein.

(f) **INVOICING DETENTION COSTS.** Unless otherwise specified in the contract, detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008