



- A. ACKNOWLEDGE OF AMENDMENTS:** All offerors must acknowledge receipt and acceptance of all amendments to the solicitation. You may do so by signing and dating (blocks 15A, 15B, and 15C) of the Standard Form 30 and returning the amendment or by written acknowledge of receipt and acceptance as part of the offer submission package. Also, please be certain to identify all exceptions to the solicitation terms and conditions if any.
- B. The closing date for solicitation is hereby extended from 6 Mar 2001, 1:00 P.M. to 13 Mar 2001, 1:00 P.M.**
- C. The Base Reference Price Attachment in the Offer Submission Package is hereby modified as follows:**

**(1) The Base Reference Price for the following line items is hereby added:**

<u>Line Item</u>	<u>Location</u>	<u>State</u>	<u>Quantity</u>	<u>Base Reference Price</u>
631-08	FT WORTH	TX	204,000	0.8855
631-13	FT WORTH	TX	225,000	0.8731
273-94	MCALESTER	OK	450,000	0.8931
B45-68	FLORENCE	CO	34,174	0.8958
B31-67	DENVER	CO	810,000	1.0160
035-46	FT CARSON	CO	100,000	0.8961
785-46	COLORADO SPRINGS	CO	900,000	0.8961
B61-46	HINES	IL	62,500	0.8484
C42-681	LEAVENWORTH	KS	120,000	0.9021
790-13	MCCONNELL AFB	KS	500,000	0.9021
231-67	GRAYLING	MI	1,500,000	1.1536
L67-68	DALLAS	TX	150,000	0.8731
943-13	KELLY AFB	TX	280,000	0.8601
943-13A	KELLY AFB	TX	280,000	0.8601
943-24	KELLY AFB	TX	1,100,000	0.8313
943-28	KELLY AFB	TX	-	0.8313
790-46	MCCONNELL AFB	KS	300,000	0.9100
791-12	SELFRIDGE ANGB	MI	112,500	1.1536
791-13	SELFRIDGE ANGB	MI	125,000	0.9062
859-12	GRAND FORKS AFB	ND	500,000	1.1554
866-34	GRAND FORKS AFB	ND	950,000	0.9458
866-12	GRAND FORKS AFB	ND	15,000	1.1554
875-12	MINOT AFB	ND	900,000	1.1896
E37-46	CROWNPOINT	NM	1,350,000	0.9843
825-13A	HOLLOMAN AFB	NM	720,000	0.9543
830-13A	KIRTLAND AFB	NM	517,518	0.9139
F70-46	TOADLENA	NM	840,000	0.9843
195-68A	WHITE SANDS	NM	900,000	0.9543
H10-24	EL RENO	OK	120,000	0.8546
H10-28	EL RENO	OK	-----	0.8546
H10-68	EL RENO	OK	150,000	0.8931
H10-94	EL RENO	OK	2,665,600	0.8931
265-68A	FT SILL	OK	325,000	0.8931
273-68A	MCALESTER	OK	600,000	0.8931
899-13A	TINKER AFB	OK	850,000	0.8931
931-13A	DYESS AFB	TX	320,000	0.8903

**SP0600-01-B-6000  
AMENDMENT 0003  
PAGE 3 OF 9**

946-34A	LACKLAND AFB	TX	2,000,000	0.8995
430-28	TEXARKANA	TX	-----	0.8559
431-68A	TEXARKANA	TX	596,000	0.8896

**(2) The Base Reference Price for the following line item(s) is hereby corrected as follows:**

				<b>FROM:</b>	<b>TO:</b>
755-19	AURORA	CO	100,000	0.9371	0.9627
755-26	AURORA	CO	-----	0.9371	0.9627
760-19	COLORADO SPRINGS	CO	18,000	0.8753	0.9627
760-83	COLORADO SPRINGS	CO	400,000	0.8758	0.8958
785-19	COLORADO SPRINGS	CO	400,000	0.9627	0.9088
785-26	COLORADO SPRINGS	CO	-----	0.9627	0.9088
020-26	COMMERCE CITY	CO	60,000	0.9371	0.9627
B40-22	ESTES PARK	CO	180,000	0.8753	0.9612
B40-27	ESTES PARK	CO	180,000	0.8753	0.9612
B45-22	FLORENCE	CO	80,571	0.8753	0.9612
B45-27	FLORENCE	CO	-----	0.8753	0.9612
035-24	FT CARSON	CO	175,000	0.9371	0.8655
035-28	FT CARSON	CO	-----	0.9371	0.8655
510-55	GREAT LAKES	IL	5,000,000	0.63969	0.583064
750-131	SCOTT AFB	IL	60,000	0.8852	0.8808
750-132	SCOTT AFB	IL	180,000	0.8852	0.8808
750-24	SCOTT AFB	IL	300,000	0.8989	0.9025
750-28	SCOTT AFB	IL	-----	0.8989	0.9025
231-24	GRAYLING	MI	150,000	0.9155	0.9095
231-28	GRAYLING	MI	-----	0.9155	0.9095
791-131	SELFRRIDGE ANGB	MI	28,000	0.9106	0.9062

**(3) The following line items in the Base Reference Price is hereby changed as follows:**

<b>FROM:</b>					
B60-28	GRAND LAKE	CO	-----		0.8753
B25-67	CHICAGO	IL	527,000		0.9699
E09-29	DULUTH	MN	-----		1.0005
<b>TO:</b>					
B60-27	GRAND LAKE	CO	-----		0.8753
B25-08	CHICAGO	IL	527,500		0.9699
E09-28	DULUTH	MN	-----		1.0005

**D. DD Form 1707, page 2 of 3, para "E" is hereby changed as follows:**

**FROM:** Pursuant to the FAR, the use of the price evaluation adjustment under this solicitation is hereby suspended until 23 Feb 2001.

**TO:** Pursuant to the FAR, the use of the price evaluation adjustment under this solicitation is hereby suspended until 23 Feb 2002.

**E. Line item L58-22 of solicitation is hereby changed as follows:**

**FROM:**

L58-22	GASOHOL, PREM UNL (GUP) TANK WAGON (TW), INTO 2/2,000 GALLON TANKS	16,250 GL
--------	--	-----------

**TO:**

L58-24	GASOHOL, REG UNL (GUR) TANK WAGON (TW), INTO 2/2,000 GALLON TANKS	16,250 GL
--------	---	-----------

**F. Line item L58-27 of solicitation is hereby deleted from solicitation.**

**G. Clause I28.03-2 is hereby deleted and replaced as follows:**

**I28.03-2.100 TAX EXEMPTION CERTIFICATES (DESC FEB 2001)**

(a) Unless an exemption applies, all sales of motor gasoline, undyed diesel fuel or nonaviation kerosene must include the applicable Federal, state and local excise taxes.

**(b) FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES.**

(1) Tax exemption certificates for Federal Excise Tax (FET) will not be issued for Air Force and Air National Guard activities. DFAS Columbus will pay the FET and apply directly to the IRS for any applicable reimbursement.

(2) All Air Force and Air National Guard activities *will* issue tax exemption certificates for state and local excise taxes. Contractor's request for tax exemption certificates covering any state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

**(c) FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR ARMY, ARMY NATIONAL GUARD AND NAVY ACTIVITIES.** Contractor's request for tax exemption certificates covering any Federal, state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded to the Ordering Officer for Army and Navy activities. The Army National Guard shall indicate the procedure for processing tax exemption certificates for all fuels delivered to their facilities.

**(d) FEDERAL STATE, AND LOCAL EXCISE TAXES EXEMPTION FOR FEDERAL CIVILIAN AGENCIES.** Contractor's request for tax exemption certificates covering any Federal, state, local excise tax, or Kentucky Sales and Use Tax for motor gasoline, undyed diesel fuel or undyed nonaviation kerosene excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer.

(e) Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.

**(f) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES (NOT APPLICABLE TO AIR FORCE AND AIR NATIONAL GUARD ACTIVITIES).** If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (f) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

**H. Clause G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION of Solicitation is hereby changed as follows:**

**ADDED:**

**c. DESIGNATED OFFICE.**

Name: DESC-PLB  
Mailing Address: 8725 JOHN J. KINGMAN RD.  
FT. BELVOIR, VA 22060-6222  
Telephone Number(s) (703) 767-9539/9518  
Person(s) to Contact: Bill Chambers/Nancy Barnett  
Electronic Address: \_\_\_\_\_

**I. Clause C16.69-6 is hereby changed to solicitation as follows:**

(1) **FROM:** (page 4) C16.69-6 SPECIFICATONS (CONT'D)(COG 6)(DESC DEC 2000) 65  
**TO:** C16.69-6 SPECIFICATONS (CONT'D) (COG 6)(DESC FEB 2001)65

(2) **Page 65 Clause C16.69-6 is hereby deleted and replaced as follows:**

**C16.69-6 SPECIFICATIONS (CONT'D) (COG 6) (DESC FEB 2001)**

**SPECIAL NOTE:** The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(a) **OXYGENATED GASOLINE REQUIREMENTS.** The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(b) **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

**C16.69-6 Cont'd**

<u>MINIMUM LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
<b>COLORADO COUNTIES</b>		
Adams, Arapahoe, Boulder, Denver Douglas, Larimer, Jefferson, and Weld (part)	Nov 1 - Feb 7	2.7 Wt%
<b>MINNESOTA (entire state)</b>	Year Round	2.7 Wt%
<b>NEW MEXICO</b>		
Bernalillo County	Nov 1 - Feb 29	2.7 Wt%
<b>TEXAS</b>		
El Paso, El Paso County	Oct 1 – Mar 31	2.7 Wt%

(c) **REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel.

<u>MINIMUM LOCATION</u>	<u>PERIOD</u>	<u>OXYGEN CONTENT</u>
<b>ILLINOIS COUNTIES</b>		
Cook, Du Page, Kane, Lake, McHenry, and Will	Year Round	2.0 Wt%
<b>ILLINOIS TOWNSHIPS</b>		
Aux Sable, Gooselake (located within Grundy County), and Oswego (located within Kendall County)	Year Round	2.0 Wt%
<b>TEXAS COUNTIES</b>		
Brazoria, Chambers, Collin, Dallas Denton, Fort Bend, Galveston, Harris, Liberty, Montgomery, Tarrant, and Waller	Year Round	2.0 Wt%



**I28.02-2.100 Cont'd**

**(4) DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.

(5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.

(6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax free should not invoice the FET on sales to the Army National Guard on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft. All sales of gasoline, undyed diesel fuel and undyed nonaviation kerosene to the Air National Guard activities (as well as sales to the Army (non-National Guard), Navy, and Air Force activities) should include the applicable FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax.

(d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.

(e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(f) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE:** All contract prices exclude the NORA assessment fee. Contractor's invoice shall include the NORA assessment fee as a separate line item if applicable to a particular state for fuel oil (burner grades) numbers 1 and 2; dyed high sulfur diesel fuels and dyed non-aviation kerosene (2-K).

(g) **INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.

(h) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.

(i) **REIMBURSEMENT.** The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.

(j) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business and/or to have tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

**(2) Clause I28.02-2.100, para "(f) NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE" applies to Federal Civilian line items only.**