

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES <b>1 5</b>
2. AMENDMENT/MODIFICATION NO. <b>0003</b>	3. EFFECTIVE DATE <b>01 MAR 01</b>	4. REQUISITION/PURCHASE REQ. NO. <b>SP0600-01-0026 &amp; 0027</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD FT. BELVOIR, VA 22060-6200 DIANNE LYLES/DESC-PLB PHONE: 703-767-9539 FAX - 703-767-8506</b>	CODE <b>SP0600</b>  <b>PP 3.26</b>	7. ADMINISTERED BY (If other than Item 6) CODE SP0600		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)		( <input type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-01-R-0036</b>	
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) <b>29 JANUARY 01</b>	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
BIDDER CODE: CAGE CODE:			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 [ ] 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. <b>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.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER Specify type of modification and authority)				
E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return ___ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>SP0600-01-R-0036 P.P 3.26 COG 6 PC&amp;S</b>				
<b>(SEE CONTINUATION PAGE(S) )</b>				
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

**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 proposal submission package. Also, please be certain to identify all exceptions to the solicitation terms and conditions if any.

**B. 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>
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
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:**

				<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	SELFRIDGE ANGB	MI	28,000	0.9106	0.9062

791-19	SELFRIDGE ANGB	MI	208,400	0.9487	0.9434
791-26	SELFRIDGE ANGB	MI	-----	0.9487	0.9434
791-46	SELFRIDGE ANGB	MI	104,200	0.8989	0.9100
875-24	MINOT AFB	ND	900,000	0.8779	0.8780
265-24	FT SILL	OK	1,100,000	0.8546	0.8547
265-28	FT SILL	OK	-----	0.8546	0.8547
265-68	FT SILL	OK	325,000	0.8931	0.8946
J61-68	HOT SPRINGS	SD	50,000	1.1688	0.9843
M60-24	LOS FRESNOS	TX	250,000	0.8429	0.8451
M60-28	LOS FRESNOS	TX	-----	0.8429	0.8451
M60-68	LOS FRESNOS	TX	350,000	0.8626	0.8549
946-34	LACKLAND AFB	TX	2,000,000	0.8631	0.8995
N80-68	MOOSE	WY	90,000	1.1054	1.0140
N80-46	MOOSE	WY	135,000	1.1054	1.0140

**(3) The following line items under the Base Reference Listing are hereby changed as follows:**

**FROM:**

B60-28	GRAND LAKE	CO	-----	0.8753
B25-67	CHICAGO	IL	527,000	0.9699
E09-29	DULUTH	MN	-----	1.0005

**TO:**

B60-27	GRAND LAKE	CO	-----	0.8753
B25-08	CHICAGO	IL	527,500	0.9699
E09-28	DULUTH	MN	-----	1.0005

**C. DD Form 1707, page 2 of 3, para "F" ish 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.

**D. Line item 866-34 of solicitation is hereby changed as follows:**

<b>FROM:</b>	866-34	DIESEL FUEL #2 (DF2)	950,000 GL
		<b>MAX. POUR POINT</b> 10 DEG C	
		CETANE -45 DEG F	
<b>TO:</b>	866-34	DIESEL FUEL #2 (DF2)	950,000 GL
		<b>MAX. CLOUD POINT</b> 10 DEG C	
		CETANE -45 DEG F	

**E. Line item 760-83 is hereby changed as follows:**

<b>FROM:</b>	760-83	DIESEL FUEL #2, (DYED) (DLS)	400,000 GL
		TANK TRUCK (TT), W/PUMP AND 30 FOOT OF HOSE INTO	
		1/510,000 GALLON TANK	
		1/2000 GAL TANK AT BUILDING 100	
<b>TO:</b>	760-83	DIESEL FUEL #2, (DYED) (DLS)	400,000 GL
		TANK TRUCK (TT), W/PUMP AND 30 FOOT OF HOSE INTO	
		1/510,000 GALLON TANK	

**F. Clause B19.19, ECONOMIC PRICE ADJUSTMENT , page 142, NO. 2 DISTILLATE HIGH SULFUR of solicitation is hereby changed as follows:**

**ADDED:**

**Wyoming**

- A. AXXIS Billings, MT Low Sulfur
- B. OPIS Salt Lake City, UT Low Sulfur
- C. OPIS Casper Low Sulfur
- D. OPIS Cheyenne Low Sulfur

**NOTE: APPLIES TO DF2, FS2, (BURNER OIL), HS2, LSS, MGO**

**G. B18 SET-ASIDE QUANTITIES, page 128 of solicitation is hereby changed as follows:**

**DELETED:**

<u>ITEM</u>	<u>PRODUCT</u>	<u>TOTAL</u>	<u>NON-SET-ASIDE</u>	<u>SET-ASIDE</u>	<u>DESTINATION</u>
<u>NO.</u>	<u>PRODUCT</u>	<u>QUANTITY</u>	<u>QUANTITY</u>	<u>QUANTITY</u>	<u>DESTINATION</u>
366-68A	Low Sulfur Diesel #2	600,000	300,000	300,000	Ft. Hood, TX

**H. Clause I28.02-2.100, FEDERAL, STATE, AND LOCAL TAXES/FEES EXCULDED FROM CONTRACT PRICE is hereby modified as follows:**

**(1) Clause I28.02-2.100, FEDERAL, STATE, AND LOCAL TAXES/FEES EXCULDED FROM CONTRACT PRICE is hereby deleted and replaced as follows:**

**I28.02-2.100 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC FEB 2001)**

**(a) FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:

**(1) MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

<u>FET PER GALLON</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	0.0% up to but not including 5.7%
\$0.15379	5.7% up to but not including 7.7%
\$0.14319	7.7% up to but not including 10%
\$0.131	10% and above

**(2) AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.

**(3) FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

**(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.

I28.02-2.100

(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.**