

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE AUG 14, 2001	4. REQUISITION/PURCHASE REQ. NO. SP0600-01-0004/0005	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/SYMBOL: M. SMITH/DESC-PLC PP 3.9 PHONE: 703-767-9533 E-MAIL: mmsmith@desc.dla.mil	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. SP0600-01-R-9000	
			9B. DATED (SEE ITEM 11) MAY 16, 2001	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] 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;(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.</p>				
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 [] 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.)				
A. Offerors must acknowledge receipt of this amendment by filling out block 8 above, and signing and dating blocks 15A, 15B, and 15C below, and returning this document with their offer to DESC-PLC, fax (703) 767-8506.				
(See Continuation Pages)				
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)		

B. The quantity for the following items is hereby changed to read as follows:

<u>Item</u>	<u>Location</u>	<u>Quantity</u>
D13-701	Kodiak, AK	789,200 USG
D13-702	Kodiak, AK	1,183,800 USG

C. The delivery/location narratives for the following items are hereby changed to read as follows:

BETHEL

AK, DI, (FOR FWS) 4 SITES WITHIN CITY OF BETHEL
 NOT LOCATED IN A BOROUGH
 DELIVERY FEDAAC: 140BKK
 ORDERING OFFICE: 907-786-3408

B26-43 FUEL OIL, BURNER #1 (FS1)
 MAX. SULFUR CONTENT 0.50%
TANK WAGON (TW), INTO
 1/2,000 GALLON ABOVE GROUND TANK
 7/500 GALLON ABOVE GROUND TANK(S)
 NOTE: THERE IS NO MORE THAN 2 MILES DISTANCE
 BETWEEN ANY TWO OF THE EIGHT STORAGE TANKS. TRUCK
 CAN GET WITHIN 20 FEET OF ALL TANKS.
 AUTOMATIC FILL

SITKA

AK, USCG, AIR STATION
 SITKA BOROUGH
 DELIVERY FEDAAC: Z20280
 ORDERING OFFICE: 907-966-5526
 ALT. ORDERING OFFICE: 907-966-5527

D98-46 FUEL OIL, BURNER #2 (FS2)
 MAX. SULFUR CONTENT 0.36%
 TANK WAGON (TW), INTO
 1/6,000 GALLON TANK AT HOUSING
 1/3,000 GALLON TANK AT GALLEY/BARRACKS
14/1,500 GALLON TANKS AT ANT17 TEAM
 1/1,250 GALLON TANK AT HOUSING
 1/1,100 GALLON TANK AT HOUSING
 15/1,000 GALLON TANKS AT CLUB/DELUGE POND
 2/550 GALLON TANKS AT HOUSING
 VARIES ON UNIT REQUIREMENTS
AUTOMATIC FILL

KING SALMON

AK, USAF, LATITUDE/LONGITUDE: 58-41N/156-39W LOCATION NARRATIVE
ANCHOR CHARACTERISTICS: IN 35-40 FT OFF MOUTH OF NAKNEK RIVER.
APPROACH CHANNEL HAS DEPTHS OF 33-60 FT. S. NAKNEK: DOCK AT CANNERY.
NOT GUARANTEED. SANDY BEACH. BEACH/PIER CONDITIONS: UTILIZE DOCK AT
VILLAGE CANNERY WHARVES ALONG NAKNEK RIVER BARE ALONGSIDE AT LOW
WATER. S. NAKNEK: GRAVEL/SILT. SMALL LIGHTERAGE. ROAD
CHARACTERISTICS: PAVED S. NAKNEK: 5 MILE BEACH TO VILLAGE. ROAD IS
ROUGH. DISCHARGE METHOD: NO PIPELINE. MUST BE TRUCKED.

DELIVERY DODAAC: FP5007
BILLING DODAAC : FP5007
ORDERING OFFICE : 907-552-9993
ALT ORDERING OFFICE: 907-552-2941
ORDERING DODAAC : FP5000
DFAS-COLUMBUS CENTER

774-90 TURBINE FUEL, AVIATION (JP8)
BARGE (BRG), AND TRUCK INTO
3/1,000,000 GALLON BELOW GROUND TANK(S)
ESTIMATED DELIVERY PERIOD: 1-30 MAY 2003
**ALLOWABLE DISCHARGE TIME (LAYTIME) WILL BE
BASED ON 834 BBLs PER HOUR. THERE WILL BE
AN ADDITIONAL FREE TIME, NOT TO EXCEED 4 HRS,
FOR PRODUCT RECEIPT TESTING IN ACCORDANCE WITH
CLAUSE B1.05, SPECIAL NOTE #6.**

SHEMYA

AK, USAF, EARECKSON AIR STATION, LOCATION NARRATIVE - ANCHOR
CHARACTERISTICS: 1 MILE; BEACH CONDITION: 350 FT DOCK AVAILABLE FOR
MOORING AND CARGO OFF-LOADING. WHEELED VEHICLES CAN BE USED. ROAD
CHARACTERISTICS: GOOD ACCESS ROAD FROM TERMINAL TO WAREHOUSE AREAS
WITHIN 1 MILE OF DOCK; POL DISCHARGE METHOD: NO PIPELINE FOR MOGAS.
MOGAS MUST BE TRUCKED. PIPELINE AVAILABLE FOR JP8.

DELIVERY DODAAC: FP5040
ORDERING OFFICE: 907-552-9993 OR 2941
DFAS-COLUMBUS CENTER

795-28 GASOLINE, REG UNL (MUR)
BARGE (BRG), /TANK TRUCK W/2 1/2 INCH COUPLER TO
OFF LOAD INTO
2/30,000 GALLON ABOVE GROUND TANK(S) (SKID MOUNTED)
TANK TRUCKS WILL HAVE TO
TRAVEL APPROX. 1 MILE TO TANK SITE
ESTIMATED DELIVERY PERIOD: 15-30 MAY 2002, 15-30 MAY 2003,
15-30 MAY 2004
**THERE WILL BE AN ADDITIONAL FREE TIME, NOT
TO EXCEED 4 HRS, FOR PRODUCT RECEIPT TESTING
IN ACCORDANCE WITH CLAUSE B1.05, SPECIAL NOTE #6.**

795-90 TURBINE FUEL, AVIATION (JP8)
BARGE (BRG), PRODUCT WILL BE PIPELINED FROM THE
DOCK TO THREE TANKS INTO
2/2,300,000 GALLON ABOVE GROUND TANK(S) (SKID MOUNTED)
1/1,000,000 GALLON ABOVE GROUND TANK(S)
ESTIMATED DELIVERY PERIOD: 15-30 MAY AND 1-15 AUG 2002,
15-30 MAY AND 1-15 AUG 2003,
15-30 MAY AND 1-15 AUG 2004
**THERE WILL BE AN ADDITIONAL FREE TIME, NOT
TO EXCEED 4 HRS, FOR PRODUCT RECEIPT TESTING
IN ACCORDANCE WITH CLAUSE B1.05, SPECIAL NOTE #6.**

ATTU

AK, USCG, ANCHOR CHARACTERISTICS: ANCHOR OFFSHORE 200 YARDS; DOCK UNUSABLE. HOSE RUN OUT FROM BARGE. BEACH CONDITION: GRAVEL; ROAD CHARACTERISTICS: GRAVEL, DISTANCE 3/4 MILE. POL DISCHARGE METHOD: DFA - 4" DIAMETER BEACH TERMINAL. TYPICAL EQUIPMENT: LARGE, MEDIUM AND/OR SMALL SIZE LIGHTERS/BARGES

DELIVERY FEDAAC: Z40191

ORDERING OFFICE : 907-552-5569

ALT ORDERING OFFICE: 907-487-5180 EXT 303 OR 0

A20-34

DIESEL FUEL #2 (DF2)

BARGE (BRG), W/300 FT HOSE AND CONNECTIONS INTO

5/32,000 GALLON ABOVE GROUND TANK(S)

4/30,000 GALLON ABOVE GROUND TANK(S)

3/25,000 GALLON ABOVE GROUND TANK(S)

ESTIMATED DELIVERY PERIOD: 1-15 AUG 2002, 1-15 AUG 2003,
1-15 AUG 2004

ESCORT REQUIRED

ALLOWABLE DISCHARGE TIME (LAYTIME) WILL BE
BASED ON 404 BBLs PER HOUR.

D. Clause F16.100, BARGE UNLOADING CONDITIONS (DESC MAY 2001), is hereby deleted and replaced with Clause F16.100, BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC AUGUST 2001), and is in full text as follows:

F16.100 BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC AUGUST 2001)

On items calling for delivery f.o.b. destination by means of barge (the term **barge**, as used herein, shall include tankers)--

(a) **ORDERING PROCESS.** The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the contract calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 15 days, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date.

(b) **SCHEDULED DELIVERY DATE.** Unless otherwise stated in the Contractor's offer and award document, the Contractor shall provide the delivery during the delivery window specified in the Schedule. The Contractor shall provide a projected barge schedule/arrival date to the Ordering Officer in order to coordinate deliveries between the Contractor and the receiving activity. The scheduled delivery date can only be changed upon approval of the Ordering Officer. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will be maintained.

(c) **EXPECTED TIME OF ARRIVAL.** Barge personnel shall issue a first notice to the point of contact listed on the delivery order a minimum of one week prior to the expected date and time of arrival. A second notice shall be issued 48 hours prior to the expected date and time of arrival and a third notice shall be issued 24 hours prior to the expected date and time of arrival. If the point of contact cannot be reached 48 hours prior to arrival, barge personnel shall notify the Ordering Officer. The Contractor shall retain a record of each failed notification.

(d) **NOTICE OF READINESS.** Within 3 hours prior to arrival, the Notice of Readiness (NOR) shall be issued from the Master or Mate of a tug or of a self-propelled barge of readiness to unload. The Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port, UNLESS the berth is a public dock, in which case, the contractor is responsible for making all arrangements for use of the dock, including any costs thereto. If the receiving activity does not receive the 3 hour NOR on the latest approved scheduled delivery date, the Government will be allowed 3 hours after receipt of notice within which to provide a berth, if the berth is a Government dock.

F16.100 (CONT'D)

(e) **LAYTIME.** Unless otherwise provided in the Contract, the Government shall be allowed and will complete unloading within laytime determined as follows:

(1) One hour for each 1,500 barrels of supplies to be delivered. (Example: Quantity to be delivered is 4,000 barrels, laytime will be 2 hours and 40 minutes). This assumes the barge delivering is capable of pumping into the receiving tank at a rate of 1,500 barrels per hour (BPH). Laytime will be extended by the appropriate additional time when the pumping rate is less than 1,500 BPH.

(2) When the barge is delayed in reaching its berth within 3 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime.

(3) Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (d) above, berth or no berth; or

(ii) Immediately upon the barge's arrival at berth (i.e., all fast), with or without notice of readiness, whichever first occurs.

Laytime shall continue 24 hours a day, 7 days a week, without interruption, unless port authority regulations require differently, from its commencement until unloading of the barge is completed and the hoses have been disconnected.

(f) **LAYTIME CREDIT.**

(1) If regulations of the Port Authorities prohibit unloading at any time, time so lost shall result in increasing basic allowed laytime for one half of the delay.

(2) Delays after commencement of laytime attributed to the condition of the barge or delays caused by a failure of the barge shall be increased by a number of hours sufficient to permit the unloading of the barge.

(3) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the Government will result in increasing basic allowed laytime for one half of the delay.

(4) Delays caused solely by the Government will be deducted from allowed laytime and/or freetime after coordination with the Ordering Officer. In the event of Government delay, if total allowed laytime and freetime are exceeded, the Contractor may bill for demurrage charges in accordance with paragraph (l) below. Evidence of such delay must be provided.

(g) **DELAYS.** In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (d) above.

(h) **EQUIPMENT.** Hoses for unloading the barge shall be provided by the Contractor. However, the Government shall be responsible for connecting and disconnecting the hoses at the flange of the receiving Government tank.

(i) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(j) **PERMITS.** The Contractor is responsible for obtaining at its own cost all such permits and licenses, from proper operating authorities, as may be required to make predelivery site visits, operate its equipment, and/or provide delivery of fuels, including landing, land use, and highway permits, as needed.

(k) **DOCUMENTATION.**

(1) Receipt of product shall be recorded on a Government receiving document DD FORM 250-1. Volume (in gallons) delivered will be determined by a before-and-after discharge gauging of vessel tanks corrected to 60° F. Gauges (before-and-after) of Government tanks should be taken as verification of Contractor equipment gauges. The Government tank gauge may be used in lieu of Contractor equipment gauges if weather and/or other conditions make the Contractor equipment gauges inaccurate or inadequate. Should discrepancies between shore and vessel figures be noted, vessel figures shall control. The Contractor must have aboard its vessels copies of certified ullage tables for all fuel barges, trucks, or portable tanks utilized. Ullage tables should include correction for trim and list.

(2) Government personnel shall not sign the receiving documentation until such time as all fuel has been delivered into the final tankage. If multiple deliveries are anticipated, the Contractor shall state such multiple deliveries in its proposed delivery schedule submitted to the Ordering Officer. Separate orders may be issued for each multiple delivery as determined by the Ordering Officer.

F16.100 (CONT'D)

(1) BARGE FREE TIME AND DEMURRAGE CHARGES IN EXCESS OF ALLOWED LAYTIME AND ANY ADDITIONAL FREETIME REQUIRED FOR GOVERNMENT LOADING.

(1) The combined laytime and freetime determined in accordance with paragraph (e) above, will be specified for each item below. The demurrage rate payable per hour by the Government for the detainment of the Contractor's barge will be specified below. The demurrage payable to the Contractor shall in no event exceed the actual demurrage expense incurred by the Contractor's barge. Unless the offeror indicates otherwise, free time will be unlimited.

<u>ITEM</u>	<u>COMBINED LAYTIME AND FREE TIME ALLOWED</u>	<u>DEMURRAGE BEYOND FREE TIME PER HOUR</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

E. Clauses E37, SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992) and I174.05, MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999) are hereby added and are in full text as follows:

E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

(a) SOURCE RESTRICTION.

(1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.

(2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.

(3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

(b) SOURCE INSPECTION.

(1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.

(2) At the time the change becomes effective--

(i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;

(ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and

(iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.

(c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

I174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)

(a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may **not** be furnished as a result of an exchange agreement with a large business.

(b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on the applicable Price Data Sheet contained in the Offeror Submission Package will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.

(c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:

- (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
- (2) Refinery points of contact;
- (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business

manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.

(d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F36)