

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1   10	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY SC0600 DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – ERIN S. RALPH/DESC-BZD PHONE - (703) 767-9294 PPNs: 2.99		7. ADMINISTERED BY (If other than Item 6) CODE SC0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			9a. AMENDMENT OF SOLICITATION NO. X SP0600-04-R-0054		
			9b. DATED (SEE ITEM 11) January 21, 2004		
			10a. MODIFICATION OF CONTRACT/ORDER NO.		
			10b. DATED (SEE ITEM 13)		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ X ] is extended, [ ] 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.</p>					
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, 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. <b>IMPORTANT:</b> Contractor [X] 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>See Attached Pages</b>					
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 JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

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**A. The following correction is made to the Option Period for Kerosene only contained in Amendment 0002 to the Solicitation:**

1. Block 5 – Items to be Purchased:

**Basic Requirement Delivery Period for Kerosene Only (October 1, 2004 through December 31, 2004)**

- a. The Basic Kerosene (KIQ) quantity is increased by 38,872,802 USG from 32,453,638 USG to **71,326,440 USG**.
- b. The Delivery Period for Kerosene is changed from April 1, 2004 through June 30, 2004, with 6 one-month option periods to **October 1, 2004 through December 31, 2004, with one (1), three (3) month option period.**
- c. The Option Period Quantities for Kerosene is as follows:

**Option Period 1 (January 1, 2005 through March 31, 2005)**

The Kerosene quantity is **71,326,440 USG**.

**B. The following changes are made to the Solicitation Package:**

1. Page 9, Paragraph 2, REQUIREMENTS FOR OFFERS VIA TANK TRUCK, FOB DESTINATION, is deleted and replaced as follows:

**2. REQUIREMENTS FOR OFFERS VIA TANK TRUCK, FOB DESTINATION:**

**a. General Notes-**

- (1) For product transported from the Kuwaiti border, tank truck drivers shall be Kuwaiti or sponsored by a local Kuwaiti approved company.
- (2) Contractor shall provide licensed and responsible drivers per truck and all necessary services and supplies, to include necessary equipment and life support for drivers in the execution of this scope of work. Contractor is responsible for arrangements for necessary visas, fees and passports for its drivers. Contractor is responsible for any and all convoy operation, communications, consolidated staging area, convoy line up, and ensuring all contractor vehicles meet applicable standards.
- (3) Contractor is responsible for setting up and operating staging area.
- (4) Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- (5) Contractor shall perform in accordance with the best industry standards as well as all local regulatory bodies, laws, codes, ordinances, and regulations.

**b. Security Requirements-**

- (1) Contractor drivers shall take written or verbal direction from Convoy Commander and DESC's Management Contractor or authorized U.S. Military Representative. Contractor drivers shall follow the security guidance from the authorized U.S. Military Representative, Coalition Force provided escort or DESC Management Contractor.
- (2) Contractor must provide 7 days a week 24 hours a day security staff to patrol and control all entries of the staging area. Patrol shall provide a safe working area for all personnel, the equipment inside the staging area, and the product.
- (3) All security violations must be reported to the authorized U.S. Military Representative within one hour and followed up with a written report within 24 hours.
- (4) A security plan must be submitted to DESC Contracting Office for approval.
- (5) The U.S. Military, Coalition forces or DESC Management Contractor will provide security escort to convoys.

**c. Safety Requirements-**

- (1) Tank Trucks will comply with local commercial safety regulations.
- (2) All tankers will be parked by product type, empty or full of fuel.
- (3) The following markings shall be present on the tanker (left side, right side and back) in English and Arabic;
  - (a) No smoking within 50 feet
  - (b) Tankers will not be moved from one type of fuel to another
  - (c) Danger
- (4) Vehicles shall comply with all mandatory safety requirements of country of operation and loading/offloading facilities as well as comply with safety requirements and regulation of loading and offloading points.
- (5) Full tankers in need of repairs are not to be left in the contractor's maintenance yard.

**d. Staging Requirements-**

- (1) Contractor shall provide the following additional requirements for fuel loading:
  - (a) All hoses, manifolds, etc., required for loading fuel.
  - (b) Engineering and technical support services.
- (2) Contractor shall provide a portable unit for office space at the staging area. This unit must be in good condition with window, air condition and heat, electricity and must be available 24 hours a day, 7 days a week including weekends and holidays. An authorized U.S. Military Representative reserves the right to inspect the unit. Staging area must have light around the motor pool area (inside for safety and outside for security).

**e. Convoy Requirements:**

- (1) No unauthorized stops will be made with any tanker, unless authorized by the DESC Management Contractor, authorized U.S. Military Representative, or escort elements assigned by the U.S. Military. (Vehicle breakdowns are an exception.)
- (2) Contractor shall provide minimum of one bobtail with each convoy. Requirement is subject to change as per direction of the U.S. Military escorts or the DESC Management Contractor.
- (3) Contractor will be responsible for recovery of tractors and tankers. Contractors are responsible for the safeguarding of any and all products (situation dependent on the military escorts), and reporting any loss of product to a representative of the DESC Management Contractor or the authorized U.S. Military Representative upon submission of delivery ticket.
- (4) Contractor shall provide a supervisory vehicle to accompany the convoy.
- (5) Contractor shall provide an English/Arabic translator, capable of reading, writing and speaking both languages, to accompany each convoy. This individual will serve as the convoy commander and is responsible for the following:
  - (a) The accountability of equipment, personnel, product to be transported, and all forms and reports.
  - (b) Lining up their convoys in the staging area operated by the contractor.
  - (c) Ensuring that all of their personnel have the proper amount of life support for their mission.
  - (d) Pre-checking their convoys for proper documentation, passports, equipment serviceability, unloading documents, and operator's license, and ensuring that trucks are topped off with fuel. The DESC Management Contractor or the authorized U.S. Military Representative will provide a pre-check list for convoy commanders.
  - (e) Ensuring the safeguarding of all documentation, tracking of download documents and consolidation of completed documents to be provided to the DESC Management Contractor upon completion of the mission. The DESC Management Contractor will provide a blank Convoy Commander's log. Convoy Commanders are responsible for completing this form.
  - (f) Reporting time of departure to both the Contractor's operation and the DESC Management Contractor (Reporting subject to change).
  - (g) Ensuring that each convoy checks in at all U.S. Military/DESC Management Contractor areas when they arrive and depart, as directed by the DESC Management Contractor or the authorized U.S. Military Representative.
  - (h) Ensuring that each supervisory vehicle is equipped with an operating means of communication in order to maintain contact with the DESC Management Contractor while en route.
- (6) The DESC Management Contractor or the authorized U.S. Military Representative reserves the right to remove any convoy commander not following directions. The contractor shall provide a back-up convoy commander at times of convoy departure.

- (7) Convoys will be lined up as per the DESC Management Contractor's instructions. Convoy commander and the DESC Management Contractor will check each vehicle and driver. Convoy Commander and the DESC Management Contractor will complete all documentation for onward movement.
- (8) Upon completion of all documentation, the DESC Management Contractor and Convoy Commander will conduct a briefing and provide projected timelines for the journey.

**f. Equipment Requirements-**

- (1) DESC Management Contractor or any authorized U.S. Military Representative has the right to refuse any equipment if deemed unsafe or not road worthy. Contractor will replace this vehicle, if identified in a convoy line up, to include the convoy commander's vehicle.
- (2) Maintenance for vehicles shall include repair and replacement of mechanically defective equipment or accident damaged equipment. Contractor shall provide replacement of defective truck and trailer parts.
- (3) Contractor shall provide trucks that are fully operable, and supply qualified maintenance personal (tractor, trailer, and fuel tanker) to perform maintenance 7 days a week 24 hours a day. All repairs will be completed within 24 hours. Tankers that need maintenance or are down for ANY reason shall be replaced at no extra cost to the U.S. Military.
- (4) Contractor shall be responsible for all parts maintenance. Staging yard will have common parts stocked.
- (5) Contractor must provide one authorized portable-truck mounted transfer pump for the type of product being transferred. Unit will be able to transfer at rate of 1000 liters per minute (or more). Transfer pump(s) must be fitted with the proper fitting to accommodate the tankers. Portable fire fighting equipment will be available during the transfer. Personnel performing the transfer will wear protective clothing (protective eyewear, coveralls, gloves) to perform the transfer.
- (6) Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its employees working in Iraq. The contractor must gain written approval from the DESC Contracting Office prior to the purchase of the equipment.

**g. Additional Documentation Requirements-**

- (1) It is the driver's responsibility to perform operational checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the DESC Management Contractor upon completion of all missions and or repair. Forms will be developed with the DESC Management Contractor and the authorized U.S. Military Representative in both Arabic and English.
- (2) Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the DESC Management Contractor.
- (3) Loss of Product: Any loss of product will be reported to a representative of the DESC Management Contractor or the authorized U.S. Military Representative upon submission of delivery ticket and followed up with a written report within 24 hours. Statement will be provided to the DESC Management Contractor within 24 hours upon the convoy's return.
- (4) Transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Military personnel. These forms must contain tanker numbers, date, quantity transferred in liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- (5) The U.S. Military shall only provide fuel for contractor's vehicles in cases of emergency.
- (6) Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the DESC Management Contractor or authorized U.S. Military Representative.
- (7) Contractor must maintain control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause located on Page 17 of the Commercial Package.

**C. The following changes are made to the Solicitation Package:**

1. Page 7, Paragraph 1, SUPPLIES TO BE FURNISHED, is modified as follows:

**1. SUPPLIES TO BE FURNISHED**

The supplies to be furnished during the contract period under Purchase Program 2.99 and all associated data are as follows:

**BASIC REQUIREMENT FOR UNLEADED GASOLINE AND DIESEL ONLY**  
**(DELIVERY PERIOD: APRIL 1, 2004 THROUGH JUNE 30, 2004)**

<b>Item</b>	<b>Product/Specification</b>	<b>Estimated Quantity (USG)</b>
0100	Benzene, Unleaded Gasoline Product Code: GIQ NSN 9130-01-516-4058	71,326,440 USG
0200	Diesel Product Code: DIQ NSN: 9130-01-516-4058	95,101,920 USG

<b>Item</b>	<b>Location/activity</b>	<b>Method of delivery</b>	<b>Estimated Quantity (USG)</b>
0101	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	10,282,894 USG
0102	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	36,911,434 USG
0103	Nasiriya Area: Includes Nasariya and Basra	TT	356,632 USG
0104	Ramadi Area: Includes Ramadi	TT	23,775,480 USG
0201	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	26,628,538 USG
0202	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	32,810,162 USG
0203	Ramadi Area: Includes Ramadi	TT	35,663,220 USG

**OPTION 1 (DELIVERY PERIOD: JULY 1, 2004 THROUGH SEPTEMBER 30, 2004)**

Item	Location/activity	Method of delivery	Estimated Quantity (USG)
0101	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	10,282,894 USG
0102	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	36,911,434 USG
0103	Nasiriya Area: Includes Nasariya and Basra	TT	356,632 USG
0104	Ramadi Area: Includes Ramadi	TT	23,775,480 USG
0201	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	26,628,538 USG
0202	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	32,810,162 USG
0203	Ramadi Area: Includes Ramadi	TT	35,663,220 USG

**OPTION 2 (DELIVERY PERIOD: OCTOBER 1, 2004 THROUGH DECEMBER, 2004)**

Item	Location/activity	Method of delivery	Estimated Quantity (USG)
0101	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	10,282,894 USG
0102	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	36,911,434 USG
0103	Nasiriya Area: Includes Nasariya and Basra	TT	356,632 USG
0104	Ramadi Area: Includes Ramadi	TT	23,775,480 USG
0201	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	26,628,538 USG
0202	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	32,810,162 USG
0203	Ramadi Area: Includes Ramadi	TT	35,663,220 USG

**OPTION 3 (DELIVERY PERIOD: JANUARY 1, 2005 THROUGH MARCH 31, 2005)**

Item	Location/activity	Method of delivery	Estimated Quantity (USG)
0101	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	10,282,894 USG
0102	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	36,911,434 USG
0103	Nasiriya Area: Includes Nasariya and Basra	TT	356,632 USG
0104	Ramadi Area: Includes Ramadi	TT	23,775,480 USG
0201	Diwaniayh Area: Includes Diwaniayh, Hilla, Najaf, Kut	TT	26,628,538 USG
0202	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	32,810,162 USG
0203	Ramadi Area: Includes Ramadi	TT	35,663,220 USG

**BASIC REQUIREMENT FOR KEROSENE ONLY**  
**(DELIVERY PERIOD: OCTOBER 1, 2004 THROUGH DECEMBER 31, 2004)**

<b>Item</b>	<b>Product/Specification</b>	<b>Estimated Quantity (USG)</b>
0000	Kerosene Product Code: KIQ NSN 9140-01-516-4042	71,326,440 USG

<b>Item</b>	<b>Location/activity</b>	<b>Method of delivery</b>	<b>Estimated Quantity (USG)</b>
0001	Diwaniyah Area: Includes Diwaniyah, Hilla, Najaf, Kut	TT	13,789,778 USG
0002	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	33,761,182 USG
0003	Ramadi Area: Includes Ramadi	TT	23,775,480 USG

**OPTION 1 (DELIVERY PERIOD: JANUARY 1, 2005 THROUGH MARCH 31, 2005)**

<b>Item</b>	<b>Location/activity</b>	<b>Method of delivery</b>	<b>Estimated Quantity (USG)</b>
0001	Diwaniyah Area: Includes Diwaniyah, Hilla, Najaf, Kut	TT	13,789,778 USG
0002	Baghdad Area: Includes Latifiya, Mushada, Rasafa	TT	33,761,182 USG
0003	Ramadi Area: Includes Ramadi	TT	23,775,480 USG

**NOTES:**

- All FOB Origin offers of kerosene, unleaded gasoline, and diesel must be made from a location in Kuwait.
- All FOB Destination deliveries of kerosene, unleaded gasoline, and diesel to be made to the **Diwaniyah, Baghdad, and Nasariya areas** must meet the U.S. Military at the Kuwaiti Border in order to be escorted as a convoy into Iraq.
- All FOB Destination deliveries of kerosene, unleaded gasoline, and diesel to be made to Al-Ramadi, Iraq must meet the U.S. Military at the Jordanian Border in order to be escorted as a convoy into Iraq.
- For those offers FOB Destination, from the Kuwaiti Border, truck convoys will make approximately three (3) turns per month.
- The Diwaniyah Area includes Diwaniyah and Hilla.** Bounded by the Iraqi border in the east, in the west by a north south line 50 km west of Diwaniya, in the north by the east west line 80km south of Baghdad and in the south by an east west line 80 km south of Diwaniya.
- The Baghdad Area includes Latifiya, Mushada, and Rasafa.** Bounded by the Iraqi border in the east, in the west by the north south line 60 km west of Baghdad, in the north by the east west line 50km south of Tikrit and in the south by an east west line 80 km south of Baghdad.
- The Nasiriyah Area includes Nasiriyah, Basrah.** Bounded by the Iraqi border in the east, in the west by the north south line 120km west of Nasiriyah, in the south by the east west line 120km south of Nasiriyah, in the north by the east west line 80km south of Diwaniya.
- Ramadi Area includes Ramadi.** Bounded to the west by the north south line 60 km west of Ramadi, in the east by the north south line 60 km west of Baghdad, in the north by the east west line 50km south of Tikrit and in the south by an east west line 80 km south of Baghdad

**D. The following changes are made to the Offeror Submission Package:**

1. Page O-4, is deleted and replaced by the amended version of the OFFEROR SCHEDULE located on Pages 9 and 10 of the subject amendment.

**OFFER SCHEDULE**

**FOR UNLEADED GASOLINE AND DIESEL ONLY: BASIC REQUIREMENT AND OPTION PERIODS 1 – 3  
 FOB ORIGIN OFFERS ONLY**

<b>ITEM</b>	<b>PRODUCT</b>	<b>QUANTITY (USG)</b>	<b>MODE/ (ORIGIN)</b>	<b>RECEIVING ACTIVITY LOCATION/ FOB POINT</b>	<b>OFFER UNIT PRICE TO EXCLUDE TRANSPORTATION COST (USD/USG) EFFECTIVE JANUARY 01, 2004</b>
0101	GIQ		TT/O	Diwaniayh Area	
0102	GIQ		TT/O	Baghdad Area	
0103	GIQ		TT/O	Nasariya Area	
0201	DIQ		TT/O	Diwaniayh Area	
0202	DIQ		TT/O	Baghdad Area	

**FOR UNLEADED GASOLINE AND DIESEL ONLY: BASIC REQUIREMENT AND OPTION PERIODS 1 – 3  
 FOB DESTINATION OFFERS ONLY**

<b>ITEM</b>	<b>PRODUCT</b>	<b>QUANTITY (USG)</b>	<b>MODE/ (DEST.)</b>	<b>RECEIVING ACTIVITY LOCATION/ FOB POINT</b>	<b>OFFER UNIT PRICE TO INCLUDE TRANSPORTATION COST (USD/USG) EFFECTIVE JANUARY 01, 2004</b>
0101	GIQ		TT/D	Diwaniayh Area	
0102	GIQ		TT/D	Baghdad Area	
0103	GIQ		TT/D	Nasariya Area	
0104	GIQ		TT/D	Ramadi Area	
0201	DIQ		TT/D	Diwaniayh Area	
0202	DIQ		TT/D	Baghdad Area	
0203	DIQ		TT/D	Ramadi Area	

**FOR KEROSENE ONLY: BASIC REQUIREMENT AND OPTION PERIOD 1**  
**FOB ORIGIN OFFERS ONLY**

<b>ITEM</b>	<b>PRODUCT</b>	<b>QUANTITY (USG)</b>	<b>MODE/ (ORIGIN)</b>	<b>RECEIVING ACTIVITY LOCATION/ FOB POINT</b>	<b>OFFER UNIT PRICE TO EXCLUDE TRANSPORTATION COST (USD/USG) EFFECTIVE JANUARY 01, 2004</b>
<b>0001</b>	<b>KIQ</b>		<b>TT/O</b>	<b>Diwaniayh Area</b>	
<b>0002</b>	<b>KIQ</b>		<b>TT/O</b>	<b>Baghdad Area</b>	

**FOR KEROSENE ONLY: BASIC REQUIREMENT AND OPTION PERIOD 1**  
**FOB DESTINATION OFFERS ONLY**

<b>ITEM</b>	<b>PRODUCT</b>	<b>QUANTITY (USG)</b>	<b>MODE/ (DEST.)</b>	<b>RECEIVING ACTIVITY LOCATION/ FOB POINT</b>	<b>OFFER UNIT PRICE TO INCLUDE TRANSPORTATION COST (USD/USG) EFFECTIVE JANUARY 01, 2004</b>
<b>0001</b>	<b>KIQ</b>		<b>TT/D</b>	<b>Diwaniayh Area</b>	
<b>0002</b>	<b>KIQ</b>		<b>TT/D</b>	<b>Baghdad Area</b>	
<b>0003</b>	<b>KIQ</b>		<b>TT/D</b>	<b>Ramadi Area</b>	