

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 7	
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 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-0054-0002		9b. DATED (SEE ITEM 11) May 21, 2004	
		10a. MODIFICATION OF CONTRACT/ORDER NO.		10b. DATED (SEE ITEM 13)	
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; 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.</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, 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 [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..) SEE ATTACHED PAGES					
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 changes are made to Solicitation SP0600-04-R-0054-0002:

1. The following paragraphs are added to the subject solicitation:
 22. All trucks must be dedicated to JP8 only.
 23. Any truck that does not return to the border after delivery with its original convoy must be inspected and accepted by the Quality Assurance Representative prior to reloading.
2. Page 9, Paragraph 2, REQUIREMENTS FOR OFFERS VIA TANK TRUCK, FOB DESTINATION, incorporated by reference from Solicitation SP0600-04-R-0054, is deleted and replaced on page 3 of the subject amendment.
3. Page 20, Paragraph 15, RISK OF LOSS, incorporated by reference from Solicitation SP0600-04-R-0054, is deleted and replaced on page 5 of the subject amendment.

B. Please note that receipt of the requirement set forth on Page 4, Paragraph 11, that states, “**All offerors must submit a letter from the Jordanian government which permits the contractor to bring fuel through Jordanian territory in transit to Iraq prior to the close of negotiations on June 3, 2004.**” is changed from 4:00 P.M. (1600 hours), local time, Ft. Belvoir, Virginia, USA to **June 7, 2004 at 10:00 AM (1000 hours), local time, Ft. Belvoir, Virginia, USA.**

C. The time scheduled for the closing of negotiations and the submission of final proposal revisions is changed from Friday, June 4, 2004 at 1:00 P.M. (1300 hours), local time, Ft. Belvoir, Virginia, USA to **Tuesday, June 8, 2004, at 4:00 P.M. (1600 hours), local time, Ft. Belvoir, Virginia, USA..**

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

a. General Notes-

- (1) 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, convoy line up, and ensuring all contractor vehicles meet applicable standards.
- (2) Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- (3) 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 authorized U.S. Military Representative. Contractor drivers shall follow the security guidance from the authorized U.S. Military Representative, Coalition Force provided escort.
- (2) The U.S. Military or Coalition forces will provide security escort to convoys.

c. Safety Requirements-

- (1) Tank Trucks will comply with local commercial safety regulations.
- (2) 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
- (3) 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.
- (4) Full tankers in need of repairs are not to be left in the contractor's maintenance yard.

d. Convoy Requirements:

- (1) No unauthorized stops will be made with any tanker, unless authorized by the 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.
- (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 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 at the border and assigning convoy numbers to each convoy and annotating the number on the documents.
 - (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 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 U.S. Military Representative upon completion of the mission. Convoy Commanders are responsible for completing Convoy Commander's log.
 - (f) Reporting time of departure to Contractor's operation
 - (g) Ensuring that each convoy checks in at all U.S. Military areas when they arrive and depart, as directed by 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 authorized U.S. Military Representative.
- (5) The 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.

- (6) Convoy commander will check each vehicle and driver. Convoy Commander will complete all documentation for onward movement.
- (7) Upon completion of all documentation, the Convoy Commander will conduct a briefing and provide projected timelines for the journey.

f. Equipment Requirements-

- (1) 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 authorized U.S. Military Representative upon completion of all missions and or repair. Forms will be developed with the authorized U.S. Military Representative in both Arabic and English.
- (2) Contractor shall maintain driver files. 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 authorized U.S. Military Representative.
- (3) Loss of Product: Any loss of product will be reported to 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 the authorized U.S. Military Representative 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 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.

15. RISK OF LOSS**a. FOB destination contract provision:**

- (1) DESC will assume title and risk of loss for the product when trucks are dispatched from the loading point. The Contractor is also responsible for transporting the product to the destination points. After title passes to the Government, and during transportation of the product, the Contractor shall be liable for loss or damage to the product which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents for subcontractors. This includes, but is not limited to, short deliveries, theft by employees or agent, losses stemming from tampering with the trucks or altering measurement devices, or adulteration of fuel, etc. The Government assumes the risk of loss or non delivery of product due to circumstances beyond the control of the Contractor.
- (2) However, the Contractor bears all risk and responsibility for personal injury or death of its employees or agents or subcontractor employees or for any damage to or loss of equipment during transportation of the fuel. These types of claims will not be separately reimbursed under this contract.