

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 10 DEC 2003	4. REQUISITION/PURCHASE REQ. NO. SC0600-03-0024, Amd. 005		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE	
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 2954 FT. BELVOIR, VIRGINIA 22060-6222 BUYER: CHRISTY HOPPER/ DESC-BZA PHONE: (703) 767-9254 FAX: (703) 767-9269						
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)			(i)	9A. AMENDMENT OF SOLICITATION NO.		
			X	SP0600-04-R-0061		
				9B. DATED (SEE ITEM 11) 24 SEPTEMBER 2003		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE			FACILITY CODE		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 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 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 <u> </u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>THIS AMENDMENT IS AVAILABLE ON DESC'S WEBSITE AT http://www.desc.dla.mil OR http://www.fedbizopps.gov</p> <p>SEE CONTINUATION PAGES</p>						
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)			
			WILLIAM A. MACLAREN JR. Contracting Officer, Bulk Fuels Division			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			_____			
			(Signature of Contracting Officer)			

The **Solicitation Package** is revised as follows:

1. Block 5, Standard Form 1707 is revised as follows:

<u>ITEMS TO BE PURCHASED</u>	<u>LOCATION</u>
JP8 1,446,806,000 USG	INLAND/EAST/GULF/OFFSHORE
JP5 341,780,000 USG	
F76 183,610,000 USG	
MUM 1,260,000 USG	

2. Page 3 and Page 107: Add Clause F1.08.300 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) to the index and the solicitation. (See attached copy).
3. Page 3 and Page 107: Add Clause F1.08.400 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986) to the index and the solicitation. (See attached copy).
4. Page 6 and Page 148: Add Clause I211.100 ORDERING (OCT 1995) to the index and the solicitation. (See attached copy).
5. General Solicitation Notes:

Page 10: Delete Note 12 SPECIFIC TO INLAND JP8 DELIVERIES and replace as follows:

12. With the exception of deliveries to TEPPCO Bossier City, all Texas Eastern Pipeline system (TEPPCO) PL quantities will be evaluated from origin points on the TEPPCO PL. Product can also be evaluated into the TEPPCO PL via DFSP Williams, Houston. Pipeline deliveries to TEPPCO Bossier City are limited to FOB Origin and Destination offers from shipping locations with connections on the TEPPCO pipeline originating in Tyler, TX.

Page 10: Add the following General Solicitation Notes:

19. The delivery period for Line Items **0313 TEPPCO BOSSIER CITY** and **0314 BARKSDALE AFB** is April 1, 2004 through September 30, 2004, plus a 30-day carry over period. See Clause I86.12 DELIVERY –ORDER LIMITATIONS- SCOPE OF CONTRACT. The ordering period for Line Items 0313 and 0314 is date of award through September 30, 2004. See Clause F1.08.300 DELIVERY AND CONTRACT PERIODS. Note that tank truck offers will be evaluated based on a 130-day delivery period – See Clause F1.08.400 DELIVERY AND CONTRACT PERIODS.
20. Due to the six-month delivery period for Line Items **0313 TEPPCO BOSSIER CITY** and **0314 BARKSDALE AFB**, separate FOB Origin Offer Cards and/or FOB Destination Cards must be submitted for these locations. The offer cards should be clearly marked BARKSDALE AFB REQUIREMENT. The monthly pro-rata for any award to Line Items 0313 and/or 0314 will be IN ADDITION TO the monthly pro-rata for any additional award under the remainder of the solicitation. Quantities offered under the separate offer cards for Line Items 0313 and/or 0314 should be included in offeror's stated overall quantity available for award.

6. Clause B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK)(DESC MAY 1997) is revised as follows:

JP8 Requirement Totals are as follows:

TOTAL	SET ASIDE	8(A) RESERVATION	NON SET ASIDE
QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)	QUANTITY (USG)
1,446,806,000	658,600,000	0	788,206,000

THE TOTAL ESTIMATED JP8 QUANTITY TO BE PURCHASED IS -- 1,446,806,000
 EAST COAST JP8 432,485,000
 GULF COAST JP8 572,165,000
 INLAND JP8 442,156,000

Page 39: the quantity for line item **0167 TEPPCO BOSSIER CITY** is hereby decreased 45,000,000 gallons to 0 gallons.

Page 39: the quantity for line item **0168 BARKSDALE AFB** is hereby decreased 45,000,000 gallons to 0 gallons. The Set Aside (SA) quantity for line item 0167 is hereby decreased 15,300,000 gallons to 0 gallons.

Page 64: The following Gulf Coast JP8 item/location is hereby added under Escalator East/Gulf/Inland/Offshore JP8/JP5:

0313 **TEPPCO BOSSIER CITY** **BOSSIER CITY** **LA**
 UY7069 653770270

QUANTITY 22,500,000 8A QUANTITY 0 SA QUANTITY 0

MODE RECEIPT% FSII SDA CI
 PIPE NONE NONE REQUIRED

NOTE: DELIVERY PERIOD IS 01 APRIL - 30 SEPTEMBER 2004.

Page 64: The following Gulf Coast JP8 item/location is hereby added under Escalator East/Gulf/Inland/Offshore JP8/JP5:

0314 **BARKSDALE AFB** **SHREVEPORT** **LA**
 FP4608 653770240 BARKSDALE

QUANTITY 22,500,000 8A QUANTITY 0 SA QUANTITY 7,650,000

** END USER CAN BE SUPPLIED THROUGH TERMINAL TEPPCO BOSSIER CITY
 PL ORIGINATES AT TEXAS EASTERN, BOSSIER STATION LA. BOSSIER STATION RECEIVES
 PRODUCT WITHOUT FSII
 OR SDA.

MODE RECEIPT% FSII SDA CI
 PIPE 99% REQUIRED REQUIRED REQUIRED
 TRUCK REQUIRED REQUIRED REQUIRED

NOTE: DELIVERY PERIOD IS 01 APRIL - 30 SEPTEMBER 2004. Due to the six-month delivery period for Line Items **0313 TEPPCO BOSSIER CITY** and **0314 BARKSDALE AFB**, **separate FOB Origin Offer Cards and/or FOB Destination Cards must be submitted for these locations.** The offer cards should be clearly marked BARKSDALE AFB REQUIREMENT. The monthly pro-rata for any award to Line Items 0313 and/or 0314 will be **IN ADDITION TO** the monthly pro-rata for any additional award under the remainder of the solicitation. Quantities offered under the separate offer cards for Line Items 0313 and/or 0314 should be included in offeror's stated overall quantity available for award.

**THIS CLAUSE APPLIES ONLY TO PIPELINES AND TANK CAR DELIVERIES FOR LINE ITEMS 0313
TEPPCO BOSSIER CITY AND 0314 BARKSDALE AFB**

F1.08.300 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through **SEPTEMBER 30, 2004**.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **APRIL 01, 2004**.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period **APRIL 01, 2004** through **SEPTEMBER 30, 2004** shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by **180** days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of **16.66%** in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than **16.66** percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of **16.66%** per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such **16.66%** quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

**THIS CLAUSE APPLIES ONLY TO TANK TRUCK DELIVERIES FOR LINE ITEMS 0313 TEPPCO
BOSSIER CITY AND 0314 BARKSDALE AFB**

F1.08.400 DELIVERY AND CONTRACT PERIODS (DOMESTIC BULK) (DESC APR 1986)

(a) The period of this contract during which the Ordering Officer may order pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is from date of award through **SEPTEMBER 30, 2004**.

(b) Notwithstanding (a) above, except at its option, the Contractor shall not be required to make delivery hereunder prior to **APRIL 01, 2004**.

(c) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities. Except at its option, a supplier which offered product over the period **APRIL 01, 2004** through **SEPTEMBER 30, 2004** shall not be required to--

(1) Make deliveries of any grade of product at a daily rate in excess of the contract quantity of such grade of product for delivery at or shipment from each designated refiner or bulk plant location divided by **130** days; or

(2) Accumulate any such product at any such location and to subsequently make deliveries in excess of **16.66%** in any one month of the contract quantity of the applicable grade of product; provided, however, that where the maximum quantity available for individual deliveries as specified in the contract is greater than **16.66** percent per month, the supplier will accumulate any such product at any such location and subsequently make deliveries equal to the specified maximum quantity available for individual deliveries and, provided further, that the supplier will be required to make delivery in excess of **16.66%** per month if the delivery is to be made f.o.b. tanker at origin and no other quantities have been ordered for delivery during the applicable month and the 30,000 barrels minimum, under (d) below, is greater than such **16.66%** quantity.

(d) Except at its option, the Contractor shall not be required to deliver f.o.b. tanker at origin in any one delivery a quantity of product(s) less than 30,000 barrels, except when the minimum quantity available for individual deliveries as specified in the contract is less than 30,000 barrels, or when on the last delivery, the quantity available pursuant to the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause is less than 50,000 barrels.

(DESC 52.242-9FB5)

**THIS CLAUSE APPLIES ONLY FOR LINE ITEMS 0313 TEPPCO BOSSIER CITY AND 0314
BARKSDALE AFB**

I211.100 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from APRIL 1, 2004 through SEPTEMBER 30, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)