

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE February 8, 2002	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE SP0600 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX: 703-767-8506 BUYER/SYMBOL: L. LAMM/DESC-PLB PP 3.26 PHONE: 703-767-9532 E-MAIL: llamm@desc.dla.mil		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0036-0001
			X	9B. DATED (SEE ITEM 11) January 15, 2002
				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 [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. 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.)				
(SEE CONTINUATION)				
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) The close date for solicitation SP0600-01-R-0036-0001 is hereby extended to 20 February 2002 for items N71-24, N71-28, N71-68, 354-E8, and 769-E8 only.
- B) Line items 825-28 and 335-28 are hereby deleted from this solicitation.
- C) The following requirements are hereby added to this solicitation:

STATE OF TEXAS

AMARILLO
TX, DOE, BWXT PANTEX, HWY 60 AT FM 2373, AMARILLO TEXAS
CARSON COUNTY
DELIVERY FEDAAC:
ORDERING OFFICE: 806-477-5540

N71-24 GASOHOL, REG UNL (GUR) 450,000 GL

TANK TRUCK (TT), INTO
1/15,000 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERIES MUST BE COORDINATED BETWEEN BWXT PANTEX
AND SUPPLIER DURING THE TIME ALLOWED BY THE
EMERGENCY OPERATIONS CENTER

N71-28 GASOLINE, REG UNL (MUR)

TANK TRUCK (TT), INTO
1/15,000 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERIES MUST BE COORDINATED BETWEEN BWXT PANTEX
AND SUPPLIER DURING THE TIME ALLOWED BY THE
EMERGENCY OPERATIONS CENTER
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N71-24.
AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE
GOVERNMENT.

N71-68 DIESEL FUEL #2, LOW SULF (LS2) 200,000 GL

TANK TRUCK (TT), INTO
1/15,000 GALLON BELOW GROUND TANK
ANTICIPATE 0% ON HIGHWAY USE
DELIVERIES MUST BE COORDINATED BETWEEN BWXT PANTEX
AND SUPPLIER DURING THE TIME ALLOWED BY THE
EMERGENCY OPERATIONS CENTER

 STATE OF MISSOURI

FORT LEONARDWOOD
 MO, ARMY
 PULASKI
 DELIVERY DODAAC: W58NQ5
 BILLING DODAAC : W58SG7
 ORDERING OFFICE: 573-569-1691

354-E8 FUEL ETHANOL 30,000 GL

TANK TRUCK (TT), INTO
 1/10,000 GALLON TANK
 ANTICIPATE 0% ON HIGHWAY USE
 DELIVERY HOURS: 0730-1430
 (DELIVERY VEHICLE REPORT TO BLDG 4052)

 STATE OF COLORADO

PETERSON AFB,
 CO, USAF, ENTER BASE FROM POWERS BLVD AND AIRPORT RD, FROM WEST
 GATE TO TRANSPORTATION COMPOUND LOCATED AT STEWART AVE AND PAINE
 ST. BULIDING 1232 INSIDE TRANSPORTATION COMPOUND.
 EL PASO COUNTY
 DELIVERY DODAAC: FP2500
 ORDERING OFFICE: 719-556-4473
 ORDERING DODAAC : FP2500

769-E8 FUEL ETHANOL 30,000 GL

****PORTS ACTIVE****

TANK TRUCK (TT), INTO
 1/15,000 GALLON
 ANTICIPATE 0% ON HIGHWAY USE

THE ABOVE ADDED ITEMS ARE NOT GASOHOL BUT E-85 ITEMS AND THE FOLLOWING CLAUSE IS STRICTLY APPLICABLE TO E-85 ITEMS UNDER THIS SOLICITATION

D) The following base reference price and market references are applicable to the above:

<u>CLIN</u>	<u>MARKET AREA</u>	<u>REFERENCE PRICE</u>	<u>DATE</u>
N71-24	OPIS AMARILLO	\$0.5788	1/14/02
N71-28	OPIS AMARILLO	\$0.5788	1/14/02
N71-68	OPIS AMARILLO	\$0.5551	1/14/02
354-E8	(SEE BELOW CLAUSE)		
769-E8	(SEE BELOW CLAUSE)		

E) Clause B19.27, ECONOMIC PRICE ADJUSTMENT-MARKET PRICE (PC&S ETHANOL)(DESC APR 2001)

B19.27.100 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S ETHANOL) (DESC APR 2001)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this contract do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price offered for the item of supply identified by the item number.

(2) **Base reference price** means the market price (contractor's posted price or supplier's price) to be used in determining an economic price adjustment of the base unit price of an individual product for the market area and time period specified in this clause. The base reference price is shown in Column V of the Table below that is the market price from which economic price adjustments are calculated pursuant to this clause.

(3) **Adjusting reference price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in Column V of the Table below.

(4) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading.

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.

(c) **ADJUSTMENTS.** Contractor's price change notification shall be submitted within five (5) calendar days of such change. Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC.**

(1) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall consist of a copy of the Contractor's supplier's notice or invoice, which clearly shows the supplier's name, the increase/decrease in price or invoice price, the applicable product, and the effective date of the change.

(2) **CHANGE IN CONTRACTOR'S POSTED PRICE.** Written documentation sufficient to justify such change shall include, but not be limited to, the actual supplier-published fuel prices (rack, terminal, truck, etc.) clearly annotated for the fuel type to be procured and the effective date of the price change. In the event the Contracting Officer determines the justification insufficient to warrant such a change, the Contractor will be notified within three working days of DESC's receipt of the price change notification. The Contractor shall continue performance under this contract until the situation is resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(3) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(4) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in market price within the allotted 5-day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(5) **INCREASES.** Any increase in unit price as a result of an increase in market price shall apply to all deliveries made on or after the date of receipt by the Contracting Officer of written notification from the Contractor of such increase in accordance with (c) above. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(6) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(7) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter:

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

I	II	III	IV	V
<u>Item no.</u>	Name of company/ <u>publication</u>	If company - name of product; If publication - heading under which reference price is published <u>and name of product</u>	Location where reference price <u>is applicable</u>	Base reference price as of _____ (base ref. date) (excludes <u>all taxes</u>)

***THE GOVERNMENT CONTEMPLATED AWARD IS A REQUIREMENTS TYPE FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT CONTRACT. PRICE ADJUSTMENTS WILL BE BASED ON PRICES EFFECTIVE ON THE DATE OF DELIVERY USING MARKET PRICES (SUPPLIERS PRICE, OR CONTRACTORS POSTED PRICE)**

(DESC 52.216-9FW5)