

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE APR 30, 2003	4. REQUISITION/PURCHASE REQ. NO. SP0600-02-0075/0076	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-PLB PP 3.22 PHONE: 703-767-9533 E-MAIL: Michelle.M.Smith@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)		(<input type="checkbox"/>)	9A. AMENDMENT OF SOLICITATION NO. SP0600-02-R-0048-0001	
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) SEP 11, 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>[<input checked="" type="checkbox"/>] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [<input checked="" type="checkbox"/>] is extended, [<input type="checkbox"/>] 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 [<input type="checkbox"/>] is not, [<input type="checkbox"/>] 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.)				
<p>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-PLB, fax (703) 767-8506.</p> <p>B. The closing date and time for receipt of offers, for all the items on Amendments 0007 and 0008, as well as the items on the following pages of this Amendment 0009, <u>is hereby extended to May 7, 2003, 3:00 p.m. local time, Fort Belvoir, Virginia.</u></p> <p style="text-align: center;">(See Continuation Pages)</p> <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.</p>				
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)		

C. Point of Contact for this Amendment 0009 is Michelle Smith, Contract Specialist; Lisa O'Brien, Contract Specialist; and Bill Chambers, Contract Specialist at 703-767-9533/9534/9518, respectively.

D. The following line items are hereby added as new requirements:

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE
STATE OF MASSACHUSETTS				
HANSCOM AFB, MA, USAF, AFMC, A66SPTG/LGSMF, ROUTES 128 AND 2A MIDDLESEX COUNTY DELIVERY DODAAC: FP2835 ORDERING OFFICE: 781-377-2127 ORDERING DODAAC: FP2835				
784-BD	BIODIESEL B20 (BDI) **PORTS ACTIVE** TANK WAGON (TW), INTO 1/10,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE AVERAGE DELIVERY: 4,500 GALLONS DRIVER REPORT TO BLDG 1642, RM 105 PRIOR TO DELIVERY. THIS FUEL IS CAPITALIZED	100,000	GL	\$ _____

OTIS ANGB, MA, AFNG, 102FW, ROUTE 6 BARNSTABLE COUNTY DELIVERY DODAAC: FP6202 ORDERING OFFICE: 508-968-4981 ALT ORDERING OFFICE: 508 968-4984 ORDERING DODAAC: FP6202				
790-BD	BIODIESEL B20 (BDI) **PORTS ACTIVE** TANK WAGON (TW), W/PUMP & METER INTO 1/20,000 GALLON ABOVE GROUND TANK(S) 1/10,000 GALLON ABOVE GROUND TANK(S) ENTER AT BUZZARDS BAY GATE ANTICIPATE 40% ON HIGHWAY USE DELIVERY HOURS: 0730-1430 MONDAY THRU FRIDAY AVERAGE DELIVERY: 5,000 GALLONS MAXIMUM DELIVERY: 6,500 GALLONS THIS FUEL IS CAPITALIZED	135,000	GL	\$ _____

ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE
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STATE OF NEW JERSEY

MCGUIRE AFB,
 NJ, USAF, (AMC), 305TH AW, RTE #545
 BURLINGTON COUNTY
 DELIVERY DODAAC: FP4484
 ORDERING OFFICE: 609-754-4019/4786 (DSN - 650)
 ORDERING DODAAC : FP4484

830-BD	BIODIESEL, B20 (BDI) TANK WAGON (TW), INTO 1/6,000 GALLON TANK LOCATED AT BLDG 3004 MINIMUM DELIVERY: 4,500 GALLONS CONTRACTOR MUST REPORT TO BLDG 2113 BEFORE AND AFTER DELIVERIES ESCORT REQUIRED THIS FUEL IS CAPITALIZED	400,000	GL	\$ _____
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STATE OF PHILADELPHIA

MINERSVILLE,
 PA, DJ, FCI SCHUYLKILL, P.O. BOX 700 17954-0700
 SCHUYLKILL COUNTY
 DELIVERY FEDAAC: 153654
 ORDERING OFFICE: 570-544-7310

L60-24	GASOHOL, REG UNL (GUR) TANK TRK/TRL (TTR), INTO 1/20,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE LOADING RACK METERED TICKET REQUIRED	118,000	GL	\$ _____
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L60-28	GASOLINE, REG UNL (MUR) TANK TRK/TRL (TTR), INTO 1/20,000 GALLON TANK ANTICIPATE 95% ON HIGHWAY USE LOADING RACK METERED TICKET REQUIRED.	0	GL	\$ _____
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NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L60-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

L60-46	FUEL OIL, BURNER #2 (FS2) TANK TRUCK (TT), INTO 1/22,000 GALLON TANK 1/16,000 GALLON TANK ANTICIPATE 7,500 GALLONS EVERY THREE (3) DAYS THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.	405,000	GL	\$ _____
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ITEM NUMBER		ESTIMATED QUANTITY	UI	OFFER PRICE
<hr/>				
STATE OF PHILADELPHIA				
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PITTSBURGH,				
PA, DOE, NATIONAL ENERGY TECHNOLOGY LABORATORY				
ALLEGHENY COUNTY				
DELIVERY FEDAAC: 893604				
ORDERING OFFICE: 412-386-6196				
L97-E8	FUEL ETHANOL (E85) TANK WAGON (TW), INTO 1/1,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE ANTICIPATE DELIVERY ONCE A MONTH DELIVERY HOURS: 0700-1800	20,000	GL	\$ _____

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STATE OF RHODE ISLAND				
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NARRAGANSETT,				
RI, EPA, ENV RES LAB, 27 TARZWELL DRIVE				
WASHINGTON COUNTY				
DELIVERY FEDAAC: 684207				
ORDERING OFFICE: 401-782-3056				
N08-46	FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % TANK WAGON (TW), INTO 1/2,000 GALLON TANK DELIVERY HOURS: 0800-1400, MON-FRI NOTE: DRIVER REQUIRED TO PROVIDE PHOTO ID	20,000	GL	\$ _____
N08-BD	BIODIESEL B20 (BDI) TANK TRUCK (TT), INTO 1/15,000 GALLON UNDERGROUND TANK DELIVERY HOURS: 0800-1400, MON-FRI NOTE: DRIVER REQUIRED TO PROVIDE PHOTO ID	200,000	GL	\$ _____

E. The base reference prices (as of the base reference date of September 2, 2002) for the new requirements listed in paragraph D are as follows:

Item No.	Location	State	(USG) Quantity	Market Area	Base Reference Price
784-BD	HANSCOM AFB	MA	100,000	C	\$0.79860
790-BD	OTIS ANGB	MA	135,000	C	\$0.79860
830-BD	MCGUIRE AFB	NJ	400,000	B	\$0.79040
L60-24	MINERSVILLE	PA	118,000	G	\$0.81770
L60-28	MINERSVILLE	PA	0	G	\$0.81770
L60-46	MINERSVILLE	PA	405,000	G	\$0.76560
L97-E8	PITTSBURGH	PA	20,000	A	See Clause B19.27-3
N08-46	NARRAGANSETT	RI	20,000	ALL	\$0.77660
N08-BD	NARRAGANSETT	RI	200,000	ALL	\$0.80180

F. Clause B19.27-3, ECONOMIC PRICE ADJUSTMENT – MARKET PRICE (PC&S) (ETHANOL) is hereby included for pricing Fuel Ethanol (E85) items, as follows:

B19.27-3 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (ETHANOL) (DESC JUN 2002)

(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 accepted by the Government for the item of supply identified by the item number.

(2) **Base market price** means the industry publication, Contractor's posted price, or the Contractor's supplier's price to be used in determining an economic price adjustment of the award price of an individual product for the market area and time period specified in this clause. The base market price is shown in paragraph (g), Column V of the Market Indicator Table and is the price from which economic price adjustments are calculated pursuant to this clause. The Contractor will propose a base market price which is subject to review by the Government to ensure it accurately reflects market conditions.

(3) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change from the base market price (see 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 the vessel commences loading.

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

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

(c) **PRICE ADJUSTMENTS.** The Contractor's price change notification shall be submitted in writing within 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 at <http://www.desc.dla.mil> under the heading **Doing Business with DESC.**

(1) **CHANGE IN SUPPLIER'S PRICE.** The price change notification shall include 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, the applicable product, and the effective date of the change.

(2) **CHANGE IN CONTRACTOR'S POSTED PRICE.** The price change notification documentation shall be sufficient to justify such change and 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.

(3) In the event the Contracting Officer determines the justification is insufficient to warrant such a change in the supplier's price or the Contractor's posted price, the Contractor will be notified within 3 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.

(4) **CHANGE IN INDUSTRY PUBLICATION PRICE.** In the event that there is a change in the industry publication price used to effect a change in base market price, the Contractor will notify the Contracting Officer in writing and include substantiating documentation.

(5) **CALCULATIONS.** The prices payable hereunder shall be determined by adjusting the award price by the same number of cents, or fractions thereof, that the base market price increases or decreases per like unit of measure between the date shown in Column V of the Table below and the date of delivery. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.

(6) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the base market price within the allotted 5-day period, such decrease shall apply to 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 from the base market price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date reimbursement is received from the Contractor for the overpayment in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(7) **INCREASES.** Any increase in award price as a result of an increase in the base 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 paragraph (c) above. However, no notification incorporating an increase in an award price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

B19.27-3 (CONT'D)

(8) **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.

(9) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any award price shall not exceed 60 percent of the award price in any applicable program year (whether it is 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 base market price would raise an award 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) **REVISION OF MARKET PRICE INDICATOR.** If any applicable market price indicator (industry publication price, supplier's price, or Contractor's posted price) is discontinued, its method of derivation is altered substantially, or the Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(e) **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.

(f) **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.

(g) **MARKET INDICATOR TABLE.**

I	II	III	IV	V
<u>Item no.</u>	<u>Name of company/publication</u>	<u>If company - name of product; If publication - heading under which market price is published and name of product</u>	<u>Location where market price is applicable</u>	<u>Base market price as of September 2, 2002 (base market date) excludes all taxes)</u>