

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE <b>K</b>	PAGE OF PAGES <b>1 3</b>
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>14 Aug 2002</b>		4. REQUISITION/PURCHASE REQ. NO.
6. ISSUED BY <b>DESC-PLC/LEIGH GILLETTE DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FORT BELVOIR, VA 22060-6222</b>		CODE <b>SP0600</b>		7. ADMINISTERED BY (If other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		(U)	9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-02-R-0086</b>	
		<b>X</b>	9B. DATED (SEE ITEM 11) <b>30 JULY 2002</b>	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
<b>BIDDER CODE:</b>			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<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 [ ] is extended, [ <input checked="" type="checkbox"/> ] is not extended</p> <p>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:</p> <p>(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 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)				
<b>E. IMPORTANT:</b> Contractor [ ] is not, [ ] is required to sign this document and return <u>  </u> copy to the issuing office.				
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
<b>SEE PAGE 2.</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 AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED			16C. DATE SIGNED	
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

The purpose of this amendment is to amend two (2) line item narrative descriptions, add a new required clause K-15, add an omitted clause header for E-1 and amend the information in clause E-22.01.

1. The following Line Item narrative descriptions are changed as follows:

500-68 Delete: 1/6000 GAL TANK AT SERVICE STATION  
Add: 1/5000 GAL TANK AT SERVICE STATION

Narrative now reads:

TANK WAGON (TW), W/PUMP INTO  
**1/5000** GAL TANK AT SERVICE STATION  
DELIVERY HOURS: 0700-1530  
THIS FUEL IS CAPITALIZED

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501-06 Delete: 1/50,000 GALLON TANK  
Add: 9/50,000 GALLON TANKS

Narrative now reads:

TANK TRUCK (TT), AT FUEL FARM (PRMF) INTO  
**9/50,000** GALLON TANKS  
DELIVERY:  
OCT-MAY, 0730-1600, M-F  
JUN-SEP, 0600-1500, M-F  
NOTE: CONTRACTOR TO DELIVER FROM CONTRACTOR'S  
STORAGE FACILITIES AT KAUAI FOR DELIVERY INTO  
GOVT TANKS AT PMRF, BARKING SANDS.  
THIS FUEL IS CESC FUNDED  
THIS FUEL IS CAPITALIZED

2. The following header is added to Clause E-1.

THE FOLLOWING CLAUSE APPLIES TO--

- 1. ALL LUBRICATING OIL DELIVERIES.
- 2. ALL AVIATION FUEL DELIVERIES.
- 3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

3. The following clause is added to the Solicitation and incorporated full text into the “Offeror’s Submission Package.” K-15 must be certified and returned as part of your offer.

**K15 RELEASE OF UNIT PRICES (DESC JUL 2002)**

(a) The Defense Energy Support Center (DESC) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. These unit prices are the bottom-line price per unit of product. Unit price may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror’s anticipated profit or any pricing factors. This information has been released pursuant to the Freedom of Information Act in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offerors, and other summary formats. Updated contract prices are also publicly posted on the DESC website throughout the delivery period of some contracts. Offerors have not objected to DESC’s routine release or disclosure of these unit prices.

(b) DESC does not believe that release of unit prices after award causes any competitive harm. If the offeror disagrees, the offeror must provide a detailed explanation of how it will suffer competitive harm from the release of unit prices after award. The competitive harm explanation is required if the offeror either agrees to release award prices only, or does not agree with releasing any unit prices. This detailed explanation must be provided with the initial offer. DESC will use this information to determine if there is a sufficient basis to withhold the unit price after award. The offeror’s indication of disagreement with release of unit prices and/or failure to provide a detailed explanation of competitive harm with the initial offer may result in release of unit prices after award. Failure to agree to the release of unit prices shall not be a factor considered in contract award.

(c) Offerors shall indicate their agreement below to the release of unit prices after award. **NOTE:** The offeror’s agreement or disagreement with release of unit prices must apply to all items and may not be split to apply differently to different line items.

[ ] Offeror **AGREES** to the release of unit prices.

[ ] Offeror **AGREES** to the release of unit prices, but only in the event of contract award. Detailed rationale as to why the release of unit prices of unsuccessful offers would cause competitive harm is attached.

[ ] Offeror **DOES NOT AGREE** to the release of unit prices. Detailed rationale as to why the release of unit prices would cause competitive harm is attached.  
(DESC 52.224-9F25)

4. Clause E-22.01 is amended to read as follows:

**E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is

Defense Contract Management Agency - Hawaii  
P.O. Box 64110, Camp H.M. Smith, HI 96861-4110  
Commercial telephone: (808) 477 3812 ext 269 FAX: (808) 477 5257  
Cell Phone: (808) 352 4247  
DSN voice 315 477 3812 ext 269 DSN FAX: 315 477 5257

Attention: Ronald V. Bell  
Quality Assurance Specialist

(DESC 52.246-9F35)