

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE OCTOBER 10, 2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL – DAVID W. PETERSON/DESC-PEA PHONE - (703) 767-9510		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, St			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-02-R-0092
				9b. DATED (SEE ITEM 11) SEPTEMBER 19, 2002
				10a. MODIFICATION OF CONTRACT/ORDER NO.
				10b. DATED (SEE ITEM 13)
BIDDER CODE:		CAGE CODE:		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<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 type="checkbox"/> is extended, <input checked="" 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.				
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 checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
A. All offerors are reminded to acknowledge receipt of this amendment as stated in Block 11 of this form.				
(SEE CONTINUATION 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	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

B. Delivery narratives under Clause B1.05-2, SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001) are hereby revised as follows:

FOB DESTINATION ITEMS

<u>ITEM NUMBER</u>	<u>SUPPLIES, NATIONAL STOCK NUMBERS, METHOD OF DELIVERY AND DELIVERY POINTS</u>	<u>ESTIMATED 2-YEAR QTY</u>
100-201	<p>Gasoline, Mid-Grade Unleaded (MUI) NSN: 9130-01-461-2355 Tank Truck (TT), w/Pump & Meter Into 2/4,000 Gallon Tanks at Government Gas Station (Bldg. 788) FOB Destination NAS Keflavik, Iceland The minimum truckload is 2,500 USG Automatic Fill THIS FUEL IS CAPITALIZED</p> <p>NOTE 1: Delivery Ticket Required NOTE 2: Delivery Hours: 0800 - 1500 NOTE 3: Driver must report to Bldg. 868 upon arrival for check in/out procedures with the Fuel Office NOTE 4: Fuel delivery trucks shall be equipped with overfill protection system (Scully)</p>	360,000 USG
100-202	<p>Gasoline, Mid-Grade Unleaded (MUI) NSN: 9130-01-461-2355 Tank Truck (TT), w/Pump & Meter Into Tanks/equipment located at Supply Warehouse (Bldg. 868)</p> <ul style="list-style-type: none"> • 24-60 gallons into 6 forklift tanks (twice a week) <p>Commissary (Bldg. 720)</p> <ul style="list-style-type: none"> • 4-5 gallons into 1 forklift (once a week) <p>Supply Containment Yard (Bldg. 868)</p> <ul style="list-style-type: none"> • 1 gallon into arriving POV's (average 4 cars/month; as requested) <p>NASKEF Fire Dept. – Airfield Operations (Bldgs. 832 and 1708) – Arresting Gear Equipment</p> <ul style="list-style-type: none"> • 60 gallons into two tanks (twice a year) <p>Helguvik Marine Fuel Terminal – Oil Spill Recovery Boats</p> <ul style="list-style-type: none"> • 200 gallons into six tanks (eight times a year) <p>FOB Destination NAS Keflavik, Iceland and Surrounding Area Automatic Fill MULTIPLE DROP</p> <p>NOTE 1: Delivery Ticket Required NOTE 2: Delivery Hours: 0800 - 1500 NOTE 3: Driver must report to Bldg. 868 upon arrival for check in/out procedures with the Fuel Office NOTE 4: Fuel delivery trucks shall be equipped with overfill protection system (Scully)</p>	36,000 USG

FOB DESTINATION ITEMS

<u>ITEM NUMBER</u>	<u>SUPPLIES, NATIONAL STOCK NUMBERS, METHOD OF DELIVERY AND DELIVERY POINTS</u>	<u>ESTIMATED 2-YEAR QTY</u>
200-20	Gasoline, Mid-Grade Unleaded (MUI) NSN: 9130-01-461-2355 Tank Truck (TT), w/Pump & Meter Into 2/6,500 Gallon Tanks at Navy Exchange (NEX) Gas Station (Bldg. 524) FOB Destination NAS Keflavik, Iceland The minimum truckload is 2,500 USG Automatic Fill NOTE 1: Delivery Ticket Required NOTE 2: Delivery Hours: 0800 - 1500 NOTE 3: Fuel delivery trucks shall be equipped with overfill protection system (Scully)	1,044,000 USG

NOTE: Orders will be placed with the contractor on a monthly basis via PORTS. Deliveries under Line Item 100-202 will occur at the frequency designated in the delivery narrative and will always be in conjunction with deliveries under Line Items 100-201 or 200-20.

C. Clause F20.02, AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATION) (DESC SEP 2000) is hereby added to the solicitation:

F20.02 AUTOMATIC FILL-UP PROVISIONS (PORTS INTERNET APPLICATION) (DESC SEP 2000)

Where, for particular items, "**Automatic Fill-Up**" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor--

- (1) A map or other written information indicating the location and capacity of each receiving tank;
- (2) A record of deliveries to each tank during the previous heating season; and
- (3) A description of any restricted areas and any special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7 a.m. and 7 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule that will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(4) of the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause shall not be applicable on those items where "**Automatic Fill-Up**" applies.

(d) The Contractor shall prepare the receipt document (DD Form 250/invoice) for each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each receipt document (DD Form 250/invoice) prepared and submitted to the Government for "**Automatic Fill-Up**" deliveries shall record the quantity delivered into each individual tank for the particular delivery day that will be depicted on the DD Form 250 continuation sheet.

(DESC 52.242-9FD2)

D. Delete Clause B19.02, ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000), and add the following revised Clause B19.02 as a replacement:

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)

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

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

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

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

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101,

Definitions.

(5) **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 PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(**Buyer** - Check appropriate box and complete applicable blanks.)

The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

(i) The low price published in _____.
(name of publication)

(ii) The average of the prices published in **Platt's Oilgram Price Report.**
(name of publication)

(iii) The established price posted by _____.
(name of company)

and published in _____.
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer, DESC-PEA** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, 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.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** 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**.

(e) **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 the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the 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.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) 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 appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference 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.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

(1) Any applicable reference price is discontinued or its method of derivation is altered substantially;

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; **or**

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **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, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **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.

(k) TABLE.

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	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>	Method of delivery applicable to the reference <u>price</u>	Reference price as of <u>05 SEP 02</u> (date) (exclude <u>all taxes</u>	Maximum price payable under this contract (includes any tax included in the award <u>p rice</u> .
20 (Gasoline, Mid-Grade Unleaded, MUI)	Platt's	Cargoes CIF NWE Regular Unleaded	Iceland		\$0.7519	

The above escalator is based on Platt's Oilgram European Monthly Average and is to be calculated using the average of the price listed under the appropriate heading of the European Monthly Average as published. The prices will be effective on the first of each month. The price used will be derived from the previous month's listing (an example is the price effective for September 2002 would come from the European Monthly Average Price for August 2002).

(DESC 52.216-9FAA)

E. Delete Clause C16.18-21, GASOLINE, AUTOMOTIVE (UNLEADED) (MIDGRADE) (ICELAND) (DESC APR 2001), and add the following revised Clause C16.18-21 as a replacement:

C16.18-21 GASOLINE, AUTOMOTIVE (UNLEADED) (MIDGRADE) (ICELAND PC&S) (DESC OCT 2002)

Product shall conform to EN 228:1999 with the following additional requirements:

(a) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the Antiknock Index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI values are identified in (b) below.

(b) **PRODUCT CLASSIFICATION.** The product shall be classified as described below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-461-2355	Gasoline, Midgrade Unleaded	89

(c) **VOLATILITY CLASS.** The volatility class for Iceland shall be class F (winter) (October 1 – April 30); class F1 (intermediate) (May 1 – May 31); class B (summer) (June 1 – August 31); class F1 (intermediate) (September 1 – September 30).

(DESC 52.246-9FHW)

F. Delete Clause K15, RELEASE OF UNIT PRICES (DESC OCT 2002), and add the following revised Clause K15 as a replacement:

K15 RELEASE OF UNIT PRICES (DESC OCT 2002)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and 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.

(DESC 52.224-9F25)

G. Delete Clause F30.01, ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998), and add the following revised Clause F30.01 as a replacement:

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
100-201 & 100-202	NAS Keflavik Fuels Officer PSC 1003, Box 32 FPO AE 09728-0332 PHONE: 354-425-7506 FAX: 354-425-2243	Defense Finance and Accounting Service Columbus Center ATTN: DFAS-CO-BVDFB/CC P.O. Box 182317 Columbus, Ohio 43218-2317 FAX: (614) 693-0670
200-20	NEX Services Operations Manager PSC 1003, Box 10 FPO AE 09728-0310 PHONE: 354-425-2265 FAX: 354-425-2630	Defense Finance and Accounting Service Columbus ATTN: DFAS-CO-BVDFB/CC P.O. Box 182317 Columbus, Ohio 43218-2317 FAX: (614) 693-0670

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

Defense Energy Support Center
ATTN: DESC-PEA
8725 John J. Kingman Road, Suite 4950
Fort Belvoir, Virginia 22060-6222

PHONE: (703) 767-9510
FAX: (703) 767-8506

Defense Energy Support Center – Europe
Augusta Strasse No. 6
65189 Wiesbaden, Germany

PHONE: 49-611-380-7544
FAX: 49-611-380-7412

(DESC 52.216-9FB1)