AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0006	18 JUL 05		3.23

6. ISSUED BY CODE SP0600	7. ADMINISTERED BY (*If other than Item 6*) CODE
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL: K. BASS/DESC-PEA Phone: (703) 767-8483 FAX: (703) 767-8506 **Purchase Program 3.23**	

8. NAME AND ADDRESS OF CONTRACTOR (*NO., street,city,county,State,and ZIP Code*)	9a. AMENDMENT OF SOLICITATION NO. SP0600-05-R-0031
	9b. DATED *(SEE ITEM 11)* 22 FEBRUARY 2005
	10a. MODIFICATION OF CONTRACT/ORDER NO.
	10b. DATED *(SEE ITEM 13)*
BIDDER CODE / CAGE CODE	

11. **THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS30**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] **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 __1____ 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: CLAUSE I1.03-8 PARAGRAPH (C), CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (PC&S)(PORTS INTERNET APPLICATION (DESC AUG 1999) MUTUAL AGREEMENT OF THE PARTIES.
	D. OTHER *(Specify type of modification and authority)*

E. **IMPORTANT:** Contractor [ ] is not, [ ] is required to sign this document and return ___ to the issuing office.

14. **DESCRIPTION OF AMENDMENT/MODIFICATION** *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

SEE CONTINUATION SHEET

15A. NAME AND TITLE OF SIGNER (*Type or print*)		16A. NAME OF CONTRACTING OFFICER SANDRA S. SHEPHERD	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)*	16C. DATE SIGNED

IN ACCORDANCE WITH CLAUSE I1.03-3 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC JUN 2004) AND CLAUSE I1.03-8 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC FEB 2005) CLAUSE F1.09-2 DETERMINATION OF INVOICE QUANTITY (PC&S) (DESC NOV 2004) IS REVISED TO READ AS FOLLOWS:

F1.09-2 DETERMINATION OF INVOICE QUANTITY (PC&S) (DESC JUL 2005)

(a) **INVOICE QUANTITY.** The invoice quantity of supplies furnished under this contract shall be determined as follows:

(1) **F.O.B. DESTINATION.**

(i) **DELIVERIES BY TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.**

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Contractor may elect to determine invoice quantity by one of the following methods:

(a) Using calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or

(b) Gauging the delivery conveyance. The certified capacity tables for the conveyance must be made available at the time of delivery (or a dipstick, calibrated for the truck maybe used). This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Providing the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scale.

(C) **VOLUME CORRECTION.**

(a) If the meter on the delivery conveyance is used to determine invoice quantity, the invoice quantity shall not be converted to net gallons (or liters) unless the meter is equipped to perform the conversion automatically. In either case, the invoice quantity shall be read directly from the meter; otherwise

(b) If a loading lack meter ticket is used to determine invoice quantity, the invoice quantity shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius) for all products except biodiesel blends. If this method is used for a biodiesel blend, the invoice quantity shall be converted to net (volume corrected) gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius) for biodiesel blends. The Contractor shall prepare a separate loading rack meter ticket each for the diesel portion and for the biodiesel blend stock and/or B100 (the industry designation for pure biodiesel), hereinafter referred to as B100 portion of the load. The B100 loading rack meter shall be recorded at gross (ambient) temperature when the loading meter is not capable of providing a net (volume corrected) quantity. The total invoice shall be the sum of the net diesel and gross B100. Conversely, when the B100 loading rack meters are capable to provide a net (volume corrected) quantity, the total invoice quantity shall be the sum of the net diesel and the net B100; otherwise

(c) Invoice quantities for all residual fuels and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius), except for deliveries where the meter on the delivery conveyance is used to determine invoice quantity. Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(E) **WATER BOTTOMS.**

(a) Every delivery must be free of all water bottoms prior to discharge; and

(b) The Contractor is responsible for their removal and disposal.

(ii) **DELIVERIES BY TANKER OR BARGE**.

(A) On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined on the basis of--

(a) Calibrated meter if the delivery conveyance is so equipped; otherwise--

(b) Gauging the receiving shore tank before and after delivery; or

(c) Gauging the tanker/barge before and after delivery.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **F.O.B. ORIGIN.**

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

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated loading rack meter.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government will have the right to have a representative present to witness the measurement of invoice quantity.

(ii) **DELIVERIES INTO TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(A) On items requiring delivery at the Contractor’s refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor’s option) on the basis of--

(a) Certified capacity tables of the conveyance loaded;

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) **VOLUME CORRECTION.** Invoice quantities for all residual fuels and for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(C) The Government has the right to have a representative present to witness the measurement of quantity.

(b) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine invoice quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine and the 2004 version of the standard will be the referee method.

(i) For all fuels and fuel oils, Tables 5B and 6B (or Tables 53B and 54B) shall be used to determine the volume correction factor for conversion to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(ii) Liters shall be converted to gallons by dividing liters by 3.78541 liters per gallon or multiplying liters by 0.264172 gallons per liter. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and invoice quantity is required by U.S. gallons, then--

(A) Volume XII of the adjunct to ASTM D 1250, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI of the adjunct to ASTM D 1250, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)