

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE August 5, 1999	4. REQUISITION/PURCHASE REQ. NO. SC0600-99-0254, AMD 5	5. PROJECT NO. (If applicable)
6. ISSUED BY DESC-PLC/MARK BREWER DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 http://www.desc.dla.mil		CODE SC0600 703-767-9552 703-767-8506 FAX P.P.: 3.9	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			(i)	9A. AMENDMENT OF SOLICITATION NO. SP0600-99-R-9000
			X	9B. DATED (SEE ITEM 11) MAY 19, 1999
				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 [] 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. 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 PAGES 2 THROUGH 5 OF 5)				
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)	
			CHARLES MARVIN GRUBBS Contracting Officer	
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 following item is herein added. Closing date for receipt of offers, for this item only, is set for August 13, 1999 at 12 Noon Local Time, Fort Belvoir, VA. Please provide this annotated Amendment as your offer.

Item	Location/Product/Delivery	Estimated Multiyear Quantity	Price Per Gallon
	SHOAL COVE AK, DT, CG, LORAN STATION KETCHIKAN GATEWAY BOROUGH DELIVERY FEDAAC: Z40189 ORDERING OFFICE: (907) 225-4791		
D85-68	DIESEL FUEL #2, LOW SULFUR (LS2) BARGE AND CONTRACTOR-FURNISHED TANK WAGON INTO 1/225,000 GALLON TANK LOCATED AT TANK FARM WHICH IS 3-4 MILES UP HILL FROM DOCK ANTICIPATE 0% ON-HIGHWAY USE ANTICIPATE ONE BARGE DELIVERY PER YEAR OF APPROXIMATELY 200,000 GALLONS. DELIVERY REQUIRED NO LATER THAN SEPTEMBER 15 OF EACH YEAR. NOTE 1: A LAB ANALYSIS REPORT TO INCLUDE FLASHPOINT, CLOUD POINT, CETANE NUMBER OR INDEX, TYPE ADDITIVES AND CONTRACTIONS TO BE PROVIDED BY CONTRACTOR PRIOR TO DELIVERY NOTE 2: CONTRACTOR'S TANK WAGONS REQUIRED TO TRANSFER PRODUCT FROM THE BARGE TO THE TANK FARM. NOTE 3: THERE ARE NO USABLE STORAGE TANKS AT WHARF HEADERDOCK. PRODUCT MUST REMAIN ON BARGE UNTIL TRUCKS HAVE FINISHED TRANSFER OF PRODUCT TO TANK FARM. NOTE 4: TANK WAGON DELIVERY TIME FRAME WILL DEPEND ON THE NUMBER OF TANK WAGONS USED IN THE TRANSFER OF PRODUCT (2 TO 6 DAYS). NOTE 5: ALL DELIVERY RELATED COSTS MUST BE INCLUDED IN THE CONTRACT UNIT PRICE.	200,000 GL	\$ _____

**THE ECONOMIC PRICE ADJUSTMENT REFERENCE FOR THIS ITEM SHALL BE OPIS SEATTLE NO. 2 LOW.
 THE BASE REFERENCE DATE REMAINS JUNE 7, 1999.**

B. The total estimated quantity for Line Item D85-69, Shoal Cove, is hereby decreased by 200,000 gallons, from 400,000 to 200,000 gallons.

C. The delivery narratives for the following line items are hereby changed:

ITEM/ LOCATION	FROM:	TO:
B49-70 Cape Yakataga	BARGE INTO 2/10,000 GALLON ABOVE GROUND TANKS ANTICIPATE 0% ON HIGHWAY USE	BARGE INTO 2/10,000 GALLON ABOVE GROUND TANKS AND 1/7,500 GALLON ABOVE GROUND TANK ANTICIPATE 0% ON HIGHWAY USE
B56-69 Cold Bay	TANK WAGON INTO 1/1,500 GALLON TANK, 2/1,000 GALLON TANKS, AND 2/500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE	TANK WAGON INTO 1/1,500 GALLON TANK, 2/1,000 GALLON TANKS, AND 7/500 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USAGE

<u>ITEM/ LOCATION</u>	<u>FROM:</u>	<u>TO:</u>
B86-43 Fairbanks	TANK WAGON INTO 1/5,000 GALLON TANK, 2/3,000 GALLON TANK, 5/1,000 GALLON TANKS, AND 3/500 GALLON TANKS	TANK WAGON INTO 2/3,000 GALLON TANKS, 1/2,000 GALLON TANK , 3/1,000 GALLON TANKS, AND 8/500 GALLON TANKS
C10-69 Fire Island	BARGE INTO 2/10,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE	BARGE INTO 2/10,000 GALLON TANKS ANTICIPATE 0% ON HIGHWAY USE ANTICIPATE DELIVERY DURING JUNE
C54-69 Johnstone Point	BARGE W/450 FT HOSE TO FIT A 4 INCH LINE AND DRY BREAK COUPLER INTO 3/25,000 GALLON ABOVE GROUND TANKS 1/2,000 GALLON ABOVE GROUND TANK 1/2,000 GALLON BELOW GROUND TANK ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED ONCE A YEAR, APR/MAY	BARGE W/450 FT HOSE TO FIT A 4 INCH LINE AND DRY BREAK COUPLER INTO 3/25,000 GALLON ABOVE GROUND TANKS ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED ONCE A YEAR, APR/MAY
D53-69 Nome	TANK WAGON INTO 1/6,000 GALLON BELOW GROUND TANK AT UTILITY BLDG 1/5,000 GALLON BELOW GROUND TANK AT FLIGHT SERVICE 1/500 GALLON ABOVE GROUND TANK AT THE REMOTE COMMUNICATION AIR GROOUND FACILITY (RCAG) 1/500 GALLON ABOVE GROUND TANK AT SEWAGE TREATMENT BLDG (SWG) 1/500 GALLON ABOVE GROUND TANK AT VHFOMNI DIRECTIONAL RANGE (VOR) ANTICIPATE 0% ON HIGHWAY USE	TANK WAGON INTO 1/6,000 GALLON BELOW GROUND TANK AT UTILITY BLDG 1/5,000 GALLON BELOW GROUND TANK AT FLIGHT SERVICE 1/500 GALLON BELOW GROUND TANK AT THE REMOTE COMMUNICATION AIR GROOUND FACILITY (RCAG) 1/500 GALLON ABOVE GROUND TANK AT SEWAGE TREATMENT BLDG (SWG) 1/500 GALLON ABOVE GROUND TANK AT VHFOMNI DIRECTIONAL RANGE (VOR) ANTICIPATE 0% ON HIGHWAY USE
D87-70 Sisters Island	BARGE, W/2 INCH CAMLOCK FITTING TO PIPELINE 1/20,000 GL ABOVE GROUND TANK AT TANK FARM 1/10,000 GL ABOVE GROUND TANK AT TANK FARM 2/5,000 GL ABOVE GROUND TANKS 1/4,000 GL ABOVE GROUND TANK 1/3,000 GL ABOVE GROUND TANK CONTRACTOR TO PROVIDE A PIG TO RUN THROUGH A 4 INCH, 2000 FT PIPELINE AFTER EACH DELIVERY. CONTRACTOR TO PROVIDE A PIG LAUNCHER (INCLUDING COMPRESSED AIR CONNECTION). A PIG RECEIVER HAS BEEN INSTALLED. ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED APR & OCT 2000, & APR 2001	BARGE, W/2 INCH CAMLOCK FITTING TO PIPELINE 3/8,000 GALLON ABOVE GROUND TANKS AT VHFOMNI DIRECTIONAL RANGE (VOR) (DELIVERY IS VIA 4" PIPELINE WITH A 2" CAMLOCK FITTING AT THE FILL END) 1/2,000 GALLON ABOVE GROUND TANK AT BLDG 616 (FILL FROM A 4" FUEL PIPELINE AND EXISTING 1 1/2" HOSE FROM PIPELINE) CONTRACTOR TO PROVIDE A PIG TO RUN THROUGH A 4 INCH, 2000 FT PIPELINE AFTER EACH DELIVERY A PIG LAUNCHER (INCLUDING COMPRESSED AIR CONNECTION) AND A PIG RECEIVER HAVE BEEN INSTALLED. ANTICIPATE 0% ON HIGHWAY USE DELIVERY REQUIRED APR & OCT 2000, & APR 2001
E34-43 Yakutat	TANK WAGON INTO 1/3,500 GALLON TANK 2/1,000 GALLON TANKS 3/500 GALLON TANKS 1/750 GALLON TANK	TANK WAGON INTO 1/750 GALLON TANK AT TEMPORARY BLDG 1/500 GALLON TANK AT ANIC 1/500 GALLON TANK AT REMOTE COMMUNICATION AIR GROUND FACILITY (RCAG) 1/500 GALLON TANK AT THE VHFOMNI DIRECTIONAL RANGE (VOR) 2/500 GALLON TANKS AT HSG (BUTLER BLDG) AND HSG (DUPLEX)

D. The following clauses, as modified herein, are added to this solicitation:

G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC FEB 1999)

NOTE 1: FOR FACSIMILE INVOICING, see the SUBMISSION OF INVOICES BY FACSIMILE clause.

NOTE 2: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

~~_____ (a) INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES (except Air Force, Alaska, and Hawaii):~~

~~_____ (1) PAYING OFFICE. Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--~~

~~_____ DEFENSE FINANCE AND ACCOUNTING SERVICE--COLUMBUS CENTER
_____ STOCK FUND DIRECTORATE
_____ FUELS ACCOUNTING AND PAYMENTS DIVISION
_____ ATTN: DFAS-CO-LFSC
_____ P.O. BOX 182317
_____ COLUMBUS, OH 43218-6252~~

(2) CERTIFICATION OF RECEIPT.

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge

deliveries only).

~~_____ (ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.~~

(iii) PC&S DELIVERIES.

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

~~_____ (iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.~~

(3) SUBMISSION OF INVOICES.

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

~~_____ (ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked ORIGINAL and one copy clearly marked INVOICE COPY. A carbon copy may be submitted as an original provided it is clearly marked ORIGINAL as stated above.~~

(iii) COURIER DELIVERY OF INVOICES.

~~_____ (A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:~~

~~_____ DEFENSE FINANCE AND ACCOUNTING SERVICE
_____ FUELS ACCOUNTING AND PAYMENTS
_____ DFAS-CO-LFS
_____ 4280 EAST FIFTH AVE, BLDG. 6
_____ COLUMBUS, OH 43219~~

~~(B) Invoices submitted by courier to the above address will be handled in a timely manner.~~

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES**, including Air Force, Alaska and Hawaii.

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.

(c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)

Check here if not subcontracting with a transportation company in the performance of any resultant contract.

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter

is authorized to operate

(DESC 52.247-9F60)

E. All other terms and conditions remain unchanged.