

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 22 JUL 04	4. REQUISITION/PURCHASE REQ. NO.	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: P. AIYELAWO/DESC-PLC PP 3.9 PHONE: 703-767-9512 E-MAIL: PREDEEN.AIYELAWO@DLA.MIL	CODE SC0600	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. SP0600-04-R-0107	
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 18 JUN 2004	
			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 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;(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 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. 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 one copy of the amendment to DESC-PLC, fax (703) 767-8506.				
(See Continuation Pages)				
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.				
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)		

B. On Amendment 0003, page 24, the word "dyed" is hereby **deleted** from Line Item B70-94.

C. The following delivery narratives are hereby changed as follows (changes are indicated in bold):
(The estimated quantity is listed under the gasohol Line Items B75-24 and C45-24)

B75 KIPNUK

AK, DI, BIA, RUSSIAN ANCHORAGE 300-500 YARDS OFFSHORE PENINSULA IN
10-18 FEET. HIDDEN HARBOR AT HEAD KINAK BAY FOR SMALL CRAFT; BEACH
- REEFS AND ROCKS AWASH ON EAST SIDE OF BAY. ENTRANCE TO HIDDEN
HARBOR CONSTRICTED BY LEDGES ON BOTH SIDES. CHANNEL 20 YARDS WIDE,
2-3 FATHOMS DEEP AND CLEAR OF OBSTRUCTIONS;
NOT LOCATED IN A BOROUGH
DELIVERY FEDAAC: 1405A6
BILLING FEDAAC : 1405A6
ORDERING OFFICE: 206-764-3328

B75-28 GASOLINE, REG UNL (MUR) **0 GL**

BARGE (BRG), AND HOSE TO VARIOUS TANKS
AVERAGE DELIVERY: 16,000 GALLONS
MINIMUM DELIVERY: 13,000 GALLONS
ANTICIPATED DELIVERY: MID MAY/MID JUNE
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
B75-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

C45 TELLER

AK, DI, BIA, ANCHORAGE - PROTECTED IN PORT CLARENCE BAY; BEACH -
SHALLOW SAND; DISCHARGE AT VILLAGE
NOT LOCATED IN A BOROUGH
DELIVERY FEDAAC: 1405A6
ORDERING OFFICE: 206-764-3328

C45-28 GASOLINE, REG UNL (MUR) **0 GL**

BARGE (BRG), AND HOSE INTO
1/20,000 GALLON TANK FOR CITY OF TELLER
1/3,400 GALLON TANK FOR CITY OF TELLER
AVERAGE DELIVERY: 22,000 GALLONS
MINIMUM DELIVERY: 18,000 GALLONS
ANTICIPATE DELIVERY IN JULY
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
C45-24. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

D. Clause 16.68 SPECIFICATIONS (PC&S)(ALASKA/AF SITES)(DESC SEP 2003), is hereby deleted and replaced with Clause 16.68 SPECIFICATIONS (PC&S)(ALASKA/AF SITES)(DESC JUL 2004), and is in full text as follows:

C16.68 SPECIFICATIONS (PC&S) (ALASKA/AF SITES) (DESC JUL 2004)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline and gasohol Reid Vapor Pressure (RVP) specification requirements vary seasonally in the state of Alaska. Contractors are expected to know the local, State and Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

OCTANE REQUIREMENTS.

(1) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI. MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	89
9130-00-148-7104	Gasoline, Premium Unleaded	91

(2) Reductions for weather are allowed for all AKI values in accordance with Figure X1.3 of ASTM D 4814.

(3) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.**

Products shall conform to CID A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 dated January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute unleaded gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) OCTANE REQUIREMENTS.

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI. MINIMUM</u>
9130-01-090-1093	Gasohol, Regular Unleaded	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	89
9130-01-090-1094	Gasohol, Premium Unleaded	91

(ii) Reductions for weather are allowed for all AKI values in accordance with Figure X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) OXYGENATE REQUIREMENTS.

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(c) TURBINE FUEL, AVIATION (JET A/A1/A50/B).

(1) Types Jet A and Jet A1 shall conform to the requirements of ASTM D 1655, Standard Specification for Aviation Fuels.

(2) Type Jet A50 jet fuel defines a grade of product equal in all respects to type Jet A jet fuel except for freeze point, which is limited to -50 degrees Fahrenheit maximum in lieu of -40 degrees Fahrenheit maximum.

(3) Jet B wide cut aviation turbine fuel shall conform to the requirements of ASTM D 6615, Standard Specification for Jet B Wide Cut Aviation Turbine Fuel.

(4) If fuel contains electrical conductivity additive, the conductivity limits of 100-700 picosiemens per meter (ps/m) as measured by ASTM D 2624 shall apply.

(5) Product must be tested for thermal stability in accordance with ASTM D 3241, with a heater tube temperature of 260 degrees Celsius and must exhibit--

(i) A maximum tube deposit rating of "less than code 3"; and

(ii) A maximum pressure drop of 25 millimeters of mercury.

Retesting at 245 degrees Celsius to achieve the results identified above is not permitted.

(d) GASOLINE, AVIATION (GRADES 80/100LL).

(1) Product shall conform to specification ASTM D 910.

(2) Test Method ASTM D 3237 is an acceptable alternative to ASTM D 3341 and ASTM D 5059 for determining the lead content in aviation gasoline.

(e) FUEL OIL, DIESEL.

(1) APPLICABLE TO ALL DIESEL GRADES.

(i) ADDITIVES.

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentrations are specified in the latest revision of QPL-25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel system and prevent the formation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with ASTM D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE EXEMPTION.** Effective August 30, 2004, diesel fuel for use in Alaska is temporarily exempt from the Environmental Protection Agency's sulfur and dye requirements stated in 40 CFR Part 80 as long as the diesel meets a minimum cetane index of 40 and the requirement for 40 CFR § 69.51 are met. This temporary exemption currently expires June 1, 2006, and is published in the Federal Register (Volume 69) dated June 29, 2004, 40 CFR § 69.51.

(v) **TEST REPORT.** A complete copy of the test report for each bulk delivery of product (excluding tank truck and tank wagon deliveries) shall be mailed to the following address:

ATTN: DESC-BP(LR), ROOM 2954
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR, VA 22060-6222

(2) **APPLICABLE TO GRADES DF1 AND DF2 ONLY.** Product shall conform to CID A-A-52557A, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 16, 2001. Fuel stabilizer additive, corrosion inhibitor/lubricity improver, and fuel system icing inhibitor are not mandatory additives. Product classification is shown below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%

(3) **APPLICABLE TO GRADES LS1, LS2, LSS, LSW, HS1 AND HS2 ONLY.** Product shall conform to ASTM D 975. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>
9140-01-398-0697	Grade No. 2-D	LS2	0.05 wt%
9140-01-398-1130	Grade No. 1-D	LS1	0.05 wt%
9140-01-413-4919	Grade No. 2-D	LSS	0.05 wt%
9140-01-413-7494	Grade No. 1-D	LSW	0.05 wt%

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%

(f) **FUEL OIL, BURNER (GRADES 1 AND 2, ASTM D 396).** The maximum allowable sulfur content for Fuel Oil Grades 1 and 2 will be in accordance with ASTM D 396 unless otherwise stated in the Schedule.

(DESC 52.246-9FAK)

E. Clause 16.04 BARGE UNLOADING CONDITIONS (ALASKA PC&S)(DESC JUN 2004), is hereby deleted and replaced with Clause 16.05 BARGE UNLOADING CONDITIONS (ALASKA PC&S)(DESC JUL 2004), and is in full text as follows:

F16.04 BARGE UNLOADING CONDITIONS (ALASKA PC&S) (DESC JUL 2004)

For items calling for delivery f.o.b. destination by barge (the term **barge** shall include tug with barge tow and self-propelled barge)--

(a) **ORDERING PROCESS.** Ordered supplies shall be delivered, all transportation charges paid (to include wharfage fees for public docks), to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under this contract calling for delivery f.o.b. destination by barge will be furnished to the Contractor at least 15 days, plus the normal barge running time from point of loading to destination, in advance of the date on which delivery is to be made, which date will be referred to in this clause as the **scheduled delivery date**. Each order will specify the quantity to be delivered and the scheduled delivery date.

(b) **SCHEDULED DELIVERY DATE.** Unless otherwise stated in the Contractor's offer and award document, the Contractor shall deliver ordered supplies during the delivery window specified in the Schedule. At least 45 days prior to the first day of the delivery window, the Contractor shall provide a projected barge schedule/arrival date to the Ordering Officer in order to coordinate deliveries between the Contractor and the receiving activity. Updates to the projected barge schedule/arrival date shall be provided to the Ordering Officer as soon as the Contractor is aware of a change. The scheduled delivery date can only be changed upon the approval of the Ordering Officer. If an agreement on a new scheduled delivery date cannot be reached, the previous scheduled delivery date will remain in force.

(c) **EXPECTED TIME OF ARRIVAL.** The Contractor shall issue a first notice to the point of contact listed on the delivery order a minimum of one week prior to the expected date and time of arrival. A second notice shall be issued 48 hours prior to the expected date and time of arrival and a third notice shall be issued 24 hours prior to the expected date and time of arrival. If the point of contact cannot be reached at any time, the Contractor shall notify the Ordering Officer. The Contractor shall retain a record of each failed notification.

(d) **NOTICE OF READINESS.** Notice of a barge's readiness to unload should be issued to the receiving activity by the Master or Mate of the barge when the barge arrives at each delivery site. Within 3 hours after receipt of such notice by the receiving activity, the Government shall provide, free of cost, a suitable berth for the barge to be afloat at all times at the unloading port, unless otherwise specified in the Schedule. If the berth is a public dock, the Contractor is responsible for making all necessary arrangements for use of the dock and is solely responsible for all risks associated with the use of said public docking facilities, including payment of any costs. If the Contractor should fail to issue the required notice of readiness by the end of the scheduled delivery date, the Government shall be allowed up to 12 hours after receipt of any subsequent notice of readiness in order to prepare for unloading, whether at a Government or public dock.

(e) **LAYTIME.**

(1) Unless otherwise provided in the Schedule, the Government shall be allowed a minimum of 24 hours laytime to complete each delivery.

(2) Laytime shall commence—

(i) For Government Provided Berths, at the expiration of the notice period prescribed by paragraph (d) above, or when the barge has completed mooring at the berth or beached itself in accordance with the Schedule, whichever occurs first.

(ii) For Contractor Provided (arranged, per paragraph (d) above) Public Berths, after receipt of notice of readiness by the receiving activity and when the barge has completed mooring at the public berth or beached itself in accordance with the Schedule.

(3) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until unloading of the barge is completed and the barge has been released by the Government representative. For unmanned sites where no Government representative is available, late time shall continue until the conditions in paragraph (g)(2) have been met.

NOTE: For aviation fuel line items, the laytime cited in the Schedule includes an additional 4 hours to allow for sampling and testing of the cargo by the receiving activity.

(f) **LAYTIME ADJUSTMENTS.**

(1) When the barge is delayed in reaching its berth within 3 hours from the time the notice of readiness to unload is received and the delay is caused by the Contractor or its employees, agents, or subcontractors, the laytime shall be increased by the duration of such delay.

(2) Any delay after commencement of laytime attributable to the Contractor or its employees, agents, or subcontractors shall increase the laytime by the amount of time equal to such delay.

(3) If the regulations of the owner or operator of the barge delay the unloading for any reason, time lost shall be added to the laytime.

(4) When Port Authority regulations delay the arrival of the barge at its berth, beyond the allowed 3 hours, or delays the unloading itself, and the delay is neither the fault of the Government nor the Contractor, time lost shall only increase the laytime by one half the duration of the delay.

(5) Any circumstance that delays the arrival of the barge at its berth, beyond the allowed 3 hours, or delays the unloading of the barge and is beyond the control of the Contractor or the Government, will result in an increase in the laytime by one half of the duration of the delay.

(6) When a delay attributable to the Government causes the laytime to be exceeded, the Contractor may bill the Government for demurrage, in accordance with paragraph (l) below, for all the time outside the allowed laytime, up to the duration of the delay. When demurrage is billed, evidence of the Government's actions in causing the delay must be provided to the Ordering Officer.

(7) In the event of breakdown of the barge's equipment, which would delay unloading for at least two hours, the Contractor shall be required to remove the barge from the Government berth, unless the Government grants permission for the barge to remain. When the Government grants permission for the barge to remain, the Contractor shall be responsible for reimbursing the Government for any costs the Government incurs as a result of allowing the barge to remain at the berth during repairs. In such cases, and in cases where the breakdown occurs at a public dock, the laytime shall be increased by the amount of time the barge was not unloading as a direct or indirect result of the breakdown and repair.

(g) **UNMANNED DELIVERY SITES.**

(1) If the Contractor is required to deliver to an unmanned site, but determines that the conditions prohibit delivery, the Contractor shall notify the point of contact on the delivery order of its intention not to deliver and the reason(s) why. If the point of contact cannot be reached, the Contractor shall notify the Ordering Officer. The Contractor shall maintain a record of all failed notifications.

(2) After a reasonable effort has been made by the Contractor to obtain a signature from a responsible party at the delivery site after unloading is completed, and a signature cannot be obtained, the Contractor may depart the delivery site without securing a signature. In such cases, the Contractor shall retain a record of its efforts to obtain a signature and a receiving document shall be annotated "**No Signature Available**".

(h) **EQUIPMENT.** All equipment necessary to deliver the product into the Government receiving line/tank shall be provided by the Contractor.

(i) **TITLE.** Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the flange of the Government receiving line.

(j) **PERMITS.** The Contractor is responsible for obtaining at its own cost all such permits and licenses from proper operating authorities as may be required to make delivery of the product(s) to be furnished under this contract.

(k) **DOCUMENTATION.**

(1) Receipt of product shall be recorded on a Government receiving document DD Form 250-1 for DoD activities. For other than DoD activities, receipt of product shall be recorded on the Contractor's invoice.

(2) Government personnel shall not sign the receiving documentation until all fuel has been delivered into the final tankage. If multiple deliveries are anticipated, the Contractor shall state such multiple deliveries in its proposed delivery schedule submitted to the Ordering Officer. Separate orders may be issued for each multiple delivery as determined by the Ordering Officer.

(1) **DEMURRAGE RATES.**

(1) The demurrage rate payable per hour by the Government for the detainment of the Contractor's barge, beyond the allowed laytime described in paragraphs (e) and (f) above, shall be specified below for each line item. Should the offeror fail to indicate a demurrage rate for a line item(s), demurrage charges shall not be applicable to that line item(s).

<u>LINE ITEM</u>	<u>DEMURRAGE RATE (PER HOUR)</u>		
	<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will pay no more than the actual demurrage rate charged by the barge carrier or the actual demurrage rate the Contractor normally charges its regular commercial customers, whichever is lower.

(DESC 52.247-9FF6)