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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |  | 1. CONTRACT ID CODE<br>K          |  | PAGE OF PAGES<br>1   3   |  |
| 2. AMENDMENT/MODIFICATION NO.<br>0003  |  | 3. EFFECTIVE DATE<br>See Blk. 16C |  | 4. REQUISITION/PURCHASE REQ. NO.<br>SC0600-03-0322 (Basic)<br>SC0600-03-0323 (Basic, Amd. 001)   |  |
| 6. ISSUED BY<br>DEFENSE ENERGY SUPPORT CENTER, ROOM 2954<br>8725 JOHN J. KINGMAN ROAD, SUITE 4950<br>FT. BELVOIR, VA 22060-6222<br>BUYER/SYMBOL - DEBORAH CORBIN/DESC-BZD<br>PHONE - (703) 767-9296  |  | SC0600                            |  | 7. ADMINISTERED BY (If other than Item 6)<br>CODE<br>SC0600  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)   |  | X                                 |  | 9a. AMENDMENT OF SOLICITATION NO.<br>SP0600-03-R-0116  |  |
|  |  |                                   |  | 9b. DATED (SEE ITEM 11)<br>June 20, 2003   |  |
|  |  |                                   |  | 10a. MODIFICATION OF CONTRACT/ORDER NO.  |  |
|  |  |                                   |  | 10b. DATED (SEE ITEM 13)   |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |  |                                   |  |  |  |
| <p>[ X ] 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 <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, 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. <b>IMPORTANT:</b> Contractor [X] 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.)  |  |                                   |  |  |  |
| <b>The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0116.</b>   |  |                                   |  |  |  |
| <b>See Attached Pages</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 OF CONTRACTING OFFICER<br>JOY E. MULLORI |  |  |
| 15B. NAME OF CONTRACTOR/OFFEROR<br>BY _____<br>(Signature of person authorized to sign)  |  | 15C. DATE SIGNED                  |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |  |
|  |  |                                   |  | 16C. DATE SIGNED<br>23 Sep 2003  |  |

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1. The following changes are made to the Addendum Package (Changes need to also be made in index):
  - a. Page A-11, Paragraph E.3., General Notes for all Products, modify the note as follows:

E.3. The trucks delivering JP8 must be dedicated to jet fuel service and must have internal epoxy coating.
  - b. Amendment 0002, Page 3, General Notes for all Products, modify the note G as follows:

G. However, during transportation, and while the fuel is in the contractor's possession, the contractor shall be liable for loss or damage to the product which results from gross negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agent or subcontractor. For example, the contractor assumes the risk of theft by employees or agents, or losses stemming from tampering with the trucks or altering measurement devices by employees or agents. The Government will assume the risk of loss for mishaps due to poor roads and hazardous driving conditions, any hostile acts by third parties including extortion, government measurement errors, failure by the government to follow agreed upon measurement, conversion, or offloading procedures, and spills or leaks during offloading.
  - c. Page A-11, Paragraph H, General Notes for all Products, modify the note as follows:

H. **Quantity Determination** - Trucks will be loaded in accordance with local custom based on gross volume. This quantity will be annotated on the DD250 for information purposes only. The loaded quantity will be adjusted to net volume at 15°C in accordance with Clause F1.09 DETERMINATION OF QUANTITY and recorded on the DD250. **Payment will be made based on net volume.** The loss tolerance is 3.0%. The Government will require reimbursement from the contractor for any loss that exceeds this amount.

**All offerors must submit revised pricing based on the payment terms stated above. These revisions must be sent in by September 25, 2003. Revised prices must be based on the May 01, 2003 reference price for fuel and the OCAC revised cartage rates effective September 16, 2003.**

- d. Under Clause B19.34 ECONOMIC PRICE ADJUSTMENT, paragraph (f) Table, the Heading Under Which Reference Price is Published and Name of Product for JP-1 is changed to read as follows:

For JP-1: Into plane price of JP-1 for technical landing/cargo flights

- e. The following clause is added to the solicitation:

**192 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2003) (DEVIATION)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

2. Offer prices must include any routine expenses that arise during the performance of the contract to include, but not limited to items such as repair and maintenance of vehicles, tolls, etc.
3. Taxes will be handled on a reimburseable basis through a line item for taxes. There will be no cost element added during evaluation.
4. **The closing of negotiations will be extended to 1:00 p.m., local time, Tuesday, September 30, 2003, and at which time Final Proposal Revisions are due.**
5. Please acknowledge receipt and acceptance of this amendment.