

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE SEE BLOCK 16 C	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 BUYER/SYMBOL - Bo Sim/DESC-BZD PHONE - (703) 767-9298 1.1m		CODE SP0600 FAX 703-767-9044	7. ADMINISTERED BY (If other than Item 6) CODE		SP0600
8. NAME AND ADDRESS OF CONTRACTOR (NO., street,city,county,State,and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-03-R-0144	
				9b. DATED (SEE ITEM 11) July 31, 2003	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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</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: (a) By completing Items 8 and 15, and returning 1 copy 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.</p> <p>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.)					
The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0144.					
See Attached Pages.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
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

1. The following change is made to the Commercial/Solicitation Package (Changes also need to be made in the index accordingly):

a. Page 60, Clause **M24.03-1 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (FMS ISRAEL)(DESC AUG 2002)** is hereby deleted and replaced by Clause **M24.03-1.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (FMS ISRAEL) (DESC AUG 2002)**. The entire clause appears below on page 3 of this amendment.

b. Page 35, Clause **F52 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)** is hereby deleted and replaced by Clause **F52.100 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)**. The entire clause appears below on page 3 of this amendment.

2. The following Line Items are changed/added to Clause **B14.03 SUPPLIES TO BE OFFERED (DOMESTIC BULK)(DESC MAY 1997)** in the Commercial/Solicitation Package:

a. For Line Item 0101, the quantity is reduced and Note 10 is modified as follows:

Line Item: 0101

<u>Product</u>	<u>FOB Origin</u>	<u>Method of Delivery</u>	<u>Estimated Quantity/USG</u>
Diesel Fuel Oil EN590 NSN: 9140-99-910- 0459	East/Gulf Coast Port	Tanker Origin (through a dedicated pipeline)	26,460,000

Note 10: DESC anticipates two (2) full lifts using a 315,000 BBLS (13,230,000 USG) vessel. Offerors must provide a full cargo of 315,000 BBLS to be considered for award

b. For Line Item 0201, the quantity is reduced and Note 15 is modified as follows:

Line Item: 0201

<u>Product</u>	<u>FOB Origin</u>	<u>Method of Delivery</u>	<u>Estimated Quantity/USG</u>
Turbine Fuel, Aviation, JP8 NSN: 9130-01-031- 5816	East/Gulf Coast Port	Tanker Origin (through a dedicated pipeline)	83,160,000

Note 15: DESC anticipates six (6) full lifts using a 330,000 BBLS (13,860,000 USG) vessel to transport the product. Offerors must provide a full cargo of 330,000 BBLS to be considered for award.

3. Please annotate the quantity changes in block5 of the DD Form 1707.

4. All other contract terms and conditions remain unchanged.

M24.03-1.100 EVALUATION OF OFFERS INVOLVING F.O.B. TANKER LOADING (FMS ISRAEL) (DESC AUG 2002)

(a) Transportation will be considered in the evaluation of all origin offers unless the solicitation specifically indicates otherwise in the Schedule. The transportation rate will be based on a nominal size U.S.-flag tanker of approximately 30,000 Deadweight Tons (DWTs) for CLINS 0102 and 0301 and 45,671 DWTs for all other items and will be inclusive of time charter hire. The Time Charter Hire will be the U.S.-flag time charter arranged by the government for Israel for transportation of the product from the U.S. to Israel. This evaluation rate will be the daily rate for U.S.-flag time charter cost inclusive of fuel. DESC will use the evaluation rate along with round trip mileage over the tanker route to the required location being evaluated to compute a transportation rate expressed in U.S. cents per gallon. This rate will then be added to the per gallon offered price to determine the evaluated price.

(b) The Government will award on the basis of the lowest acceptable, responsible offer received for each item, with a preference given to offerors in the following order:

- (1) Lowest acceptable, responsible offer received from a U.S. firm with a U.S. refinery source.
- (2) Lowest acceptable, responsible offer received from a non-U.S. firm with a U.S. refinery source.
- (3) Lowest acceptable, responsible offer received from a U.S. or non-U.S. firm with a non-U.S. refinery

source.

(DESC 52.247-9F41)

F52.100 TANKER/OCEAN-GOING BARGE DEMURRAGE AND LOADING CONDITIONS (DESC NOV 1996)

On items calling for delivery f.o.b. tanker/ocean-going barge at origin--

(a) DELIVERY DATES.

(1) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker/ocean-going barge at Contractor's refinery, terminal, or bulk plant will be furnished to the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number, and, if then available, the name and size of the tanker/ocean-going barge (herein referred to as "vessel") to be loaded.

(2) The scheduled delivery date may be revised by the Ordering Officer at any time and unless the Contractor registers objections with the Ordering Officer within 72 hours of receipt of such revised scheduled delivery date, such revised date shall become the new agreed scheduled delivery date. At the time the Contractor registers any such objections, the Contractor must provide a date, subsequent to the date proposed by the Ordering Officer, which represents the earliest date the Contractor can provide a berth. The Ordering Officer must confirm or reject the alternate date provided by the Contractor within 72 hours of receipt of the Contractor's objection. If the Ordering Officer chooses to accept the alternate date provided in the Contractor's objections, such revised date shall become the new agreed scheduled delivery date. If the Ordering Officer chooses to reject the alternate date provided by the Contractor, the scheduled delivery date will return to the previous scheduled delivery date.

(3) All communications regarding the establishment and revision of the scheduled delivery date and objections thereto shall be set down in writing at such time or promptly confirmed in writing.

(b) EXPECTED TIME OF ARRIVAL. The vessel designated to lift the cargo will notify the Contractor's load facility, at the telex/facsimile number provided by the Contractor, of the name and the expected hour of arrival of the vessel at least 72 hours before the expected time of arrival, and at additional intervals of 48 and 24 hours before expected arrival. When vessels are scheduled to load at more than one contract source within a port complex, the 72-48-24 hour notices will be provided by the vessels to all contract sources at the same time as the notice is provided to the first contract source and will stipulate the order of loading.

(c) LAYTIME. The Contractor shall provide as soon as possible, but within 6 hours after issue of notice of readiness to load from the vessel designated to load the cargo, a reachable berth, free of cost to the Government, for the loading of supplies ordered, where at least vessels with a maximum draft of 40 feet can be safely moored and remain afloat at all times. When vessels are scheduled to load at more than one contract source within a port complex, notice of readiness will be provided once by the vessel to all contract sources simultaneously. Laytime shall commence, berth or no berth, either at the expiration of 6 hours after notice of readiness is received or immediately when the vessel moors alongside with or without notice of readiness, whichever first occurs; PROVIDED, however, that--

(1) If the vessel is tendered for loading on a date earlier than the last agreed scheduled delivery date as determined pursuant to paragraph (a) above, the Government's vessel shall be loaded as soon as possible in its proper turn with

other vessels, and laytime shall not commence until the vessel moors alongside or at 6:00 a.m. local time on the last agreed scheduled delivery date, whichever first occurs.

(2) If the vessel is tendered for loading later than noon of the day following the last agreed scheduled delivery date, as determined pursuant to paragraph (a) above, the vessel shall be loaded as soon as possible in its proper turn with other vessels. Laytime shall commence when the vessel moors alongside, provided a good faith effort is made by the Contractor to moor the vessel in its turn with other vessels as loading berths become available. If the vessel is not moored in its proper turn with other vessels, laytime will commence at 6:00 a.m. on the date the Government vessel's turn occurred, regardless of whether the cargo is available.

(3) For two or more contract sources within a port complex, laytime for the second or subsequent source begins when the vessel leaves the prior source. Laytime credit will be allowed for transit time between the prior and subsequent load source based on the actual transit time from the previous source to the subsequent source's loading berth or anchorage area if the berth is not available for the Government's vessel. In the event a berth is not available and the vessel is forced to anchorage, no additional laytime credit will be allowed when the vessel finally gets clearance to moor at the contractor's berth.

(4) Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until the entire loading of the vessel cargo is completed and the vessel has been released for sailing by the Government Quality Representative.

(d) **ALLOWED LAYTIME.**

(1) **BASIC ALLOWED LAYTIME.** For cargo movements under DESC bulk petroleum contracts, the Contractor shall be allowed 46 hours of basic allowed laytime for loading a full vessel cargo. The 46 hours covers all operations for loading including cushioning and topping tanks. When partial vessel cargoes are to be loaded, a portion of the 46 hours basic laytime will be allocated to each loading port equal to the percentage of the total quantity loaded at each loading port or source.

(2) **INCREASES TO BASIC ALLOWED LAYTIME.**

(i) If after laytime commences, the condition of vessel to be loaded does not permit loading, such basic allowed laytime shall be increased by the duration of such delay.

(ii) If the vessel is delayed in reaching its berth and the delay is caused by the fault of the vessel, such basic allowed laytime will be increased by the duration of such delay which occurred after laytime commenced.

(iii) After laytime commences, when vessels are required to dock at anchorage due to vessel delays such as vessel inspection and inerting, laytime credit will be allowed for transit time from anchors away at anchorage until first line ashore berthing, not to exceed 2 hours.

(iv) If regulations of the owner or operator of the vessel prohibit loading at any time after laytime has commenced, time so lost shall be added to the basic allowed laytime.

(v) If for any reason the Contractor is delayed in loading the vessel or there is a delay in releasing the vessel for sailing because of action of the U.S. Government that arises out of causes beyond the control and without the fault or negligence of the Contractor, such basic allowed laytime shall be increased by the duration of such delay.

(vi) The Contractor will be allowed up to 4 hours of additional laytime following removal of cargo hoses until the vessel is released by the inspector in order to accomplish tasks required under the CONTRACTOR INSPECTION RESPONSIBILITIES clause.

(vii) There will be no increase made to the basic allowed laytime (nor other reductions to any resulting demurrage time) for saved laytime arising out of other loadings.

(viii) Delays, after commencement of laytime, attributed to causes beyond the control and without the fault or negligence of the Contractor or the U.S. Government will result in increasing basic allowed laytime for one-half of the delay.

(e) For all hours of laytime which elapse in excess of allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(1) **USS, USNS, OR TIME CHARTERED VESSELS.** At the demurrage rate for the vessel loaded, computed to the nearest whole hour, as published by the Military Sealift Command, and in effect on the date loading of the vessel is completed.

(2) **VOYAGE CHARTERED VESSELS.** At the demurrage rate cited in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by the Government under the charter;

(f) Hoses for loading a vessel shall be furnished, connected, and disconnected by the Contractor; loading arms shall be connected and disconnected by the Contractor.

(g) Title to the supplies delivered and risk of loss thereof shall pass from the Contractor to the Government when the supplies pass the vessel's permanent hose connections.

(h) The temperature of any fuel oil loaded shall be at least 10⁰F below the flash point of the oil and in no case higher than 150⁰F if the cargo tanks are uncoated, or 135⁰F if coated; **PROVIDED**, however, that in no event shall the difference between the temperature of the oil entering the vessel manifold and the recorded temperature of sea water at the vessel's condenser intake exceed 70⁰F; **PROVIDED** further, that the Master of the vessel may authorize loading the product at a temperature higher than specified above, so long as the temperature of the product remains at least 10⁰F below the flash point of the product.

(DESC 52.247-9FC1)