

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE SEE BLOCK 16 C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SP0600		7. ADMINISTERED BY (If other than Item 6) CODE SP0600	
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD SUITE 4950 FT BELVOIR VA 22060-6222 BUYER/SYMBOL - Glenn A. Rowinski / DESC-BZD PHONE - (703) 767-9311		FAX 703-767-9044 PP 1.6D			
8. NAME AND ADDRESS OF CONTRACTOR (NO. street, city, county, State, and ZIP Code)			X	9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0054-0001	
				9b. DATED (SEE ITEM 11) APRIL 2, 2004	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
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</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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 Attached Pages.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)		16C. DATE SIGNED 21 APR 2004	

1. CHANGES:

- A. The Payment Program noted on the SF-30 (the Front Page) of Amendment 1, Paragraph 6 is changed from PP 2.99 to PP 1.6D.
- B. The Specification, as found on Page 8 of 10 on the Basic Supplemental Solicitation is amended as follows:
 - i. The minimum requirement for Grade of Product for delivery is identified as the right-most column, with a Research Octane Number of 85. Note: offerors are only required to meet the minimum specification.
 - ii. The characteristic of Specific Gravity is changed to now read “Specific Gravity @ 15°C, maximum.”
- C. The Specification for the Unleaded Gasoline cited in the Basic Solicitation SP0600-04-R-0054, Paragraph 4, SPECIFICATIONS (page 13) is amended from “Minimum Octane number (MON) of 81 to read a minimum Motor Octane Number (MON) of 81.”
- D. Paragraph 18, BARGE DEMURRAGE AND UNLOADING CONDITIONS, in Amendment 0001, (page 4 or 8) subparagraph (b), second sentence, is amended to read, “Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 18 days, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the “scheduled delivery date.”
- E. Paragraph 18, BARGE DEMURRAGE AND UNLOADING CONDITIONS, in Amendment 0001 (page 5 of 8), subparagraph (g) is revised to read as follows, “Hoses for unloading a barge will be furnished, connected, and disconnected by the Southern Oil Company, a Division of the Ministry of Oil.”

2. ADDITIONS:

- A. Paragraph 18, BARGE DEMURRAGE AND UNLOADING CONDITIONS, in Amendment 0001, subparagraph (b), the following sentence is added: “Upon receiving an order from the Ordering Office, the contractor will provide to the Ordering Office at least 14 days prior to the scheduled delivery date barge nomination information to obtain port clearance.”
- B. Paragraph 15, EVALUATION OF OFFERS FOB BARGE DESTINATION, first paragraph, the second sentence is amended as follows: “The evaluated price shall include all costs associated with delivery of the fuel to include, but not limited to, the following: cost of the fuel; pilot fees; transportation costs of the fuel to the destination location; testing of the fuel; laytime for discharge in accordance with Paragraph 18, BARGE DEMURRAGE AND UNLOADING CONDITIONS, below.”

- C. Paragraph 11, INVOICING AND PAYMENT, as issued in Amendment 0008 of the Basic Solicitation, SP0600-04-R-0054, and incorporated by reference into this Solicitation is hereby deleted and replaced with the following INVOICING AND PAYMENT clause:

**INVOICING AND PAYMENT
FOR F.O.B. BARGE DESTINATION DELIVERIES:**

Upon completion of cargo by barge to the destination, the Contractor will submit the invoice to the DESC Kuwait Office. A copy of the discharge Material Inspection and Receiving Report, DD Form 250-1, signed by the PWC representative at destination will be include along with the invoice. Within 24 hours of receipt from the Contractor, DESC-Kuwait will certify the invoice and send by facsimile or electronic means to the payment office, Defense Finance and Accounting Service. Defense Finance and Accounting Service will make payment within 30 days of DESC Kuwait's receipt of a valid, complete and accurate invoice accompanied by the discharge DD Form 250-1. If the invoice submitted to DESC Kuwait contains errors or insufficient data, DESC Kuwait will return the invoice to the Contractor for correction. If the discharge DD Form 250-1 is not submitted with the invoice, the payment term will not begin until receipt of the supporting delivery ticket is received.

The DESC Kuwait points of contact for submitting invoices is as follows:

Ms. Karolyn Maldonado or Ms. Maria Rodriguez

Email: Karolyn.Maldonado@kuwait.army.mil and Maria.Rodriguez@kuwait.army.mil

3. In Amendment 0001, Clause 21, CONTRACTOR INSPECTION RESPONSIBILITIES, paragraph (a), please note that there is no subparagraph (3). There is also no paragraph (d). The paragraph will be left as is, rather than re-numbering the clause.
4. As a reminder, negotiations under the Southern Iraq Solicitation SP0600-04-R-0054-0001 will conclude on Tuesday, April 27, 2004, at **3:00 p.m.** local time, Ft. Belvoir, Virginia, USA. The date and time set for receipt of Final Proposal Revisions (FPRs) under RFP SP0600-04-R-0054-0001 is also Tuesday, April 27, 2004, at **3:00 p.m.** (1500 hours), local time, Ft. Belvoir, Virginia, USA. FPRs received after the date and time specified will be considered late in accordance with Paragraph 12(e), LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS, of the Offeror's Submission Package (OSP) from the original solicitation (p. O-18).