

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
---------------------	------	----	-------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-------------------------------	-------------------	----------------------------------	--------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
---------------------------------------------------------	--------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 _____ 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 your 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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.)

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)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

A. The closing date and time for receipt of offers for the following locations is hereby extended to **Friday, May 1, 2009 at 1:00 pm Fort Belvoir EST. THE SOLICITATION CLOSING DATE IS ONLY BEING EXTENDED FOR THE FOLLOWING LOCATIONS:**

AUSTRALIA

YBBN BRISBANE
YBAS-BU JET A1, W/FSII

YMLL MELBOURNE INTL
YMLL-AU JET A1, W/O FSII

YSCB CANBERRA (FAIRBAIRN)
YSCB-AU JET A1, W/O FSII

YSSY SYDNEY INTL (KINGSFORD SMITH)
SKNV-AU JET A1, W/O FSII

HONG KONG

VHHH CHEK LAP KOK INTL
VHHH-AU JET A1, W/O FSII

GUATEMALA

MGGT GUATEMALA CITY/LA AURORA
MGGT-AU JET A1, W/O FSII

PHILIPPINES

RPLL NINYO AQUINO INT'L, MANILA
RPLL-AU JET A1, W/O FSII

SINGAPORE

WSSS SINGAPORE CHANGI INTL
WSSS-AU JET A1, W/O FSII

B. The following location is hereby **corrected** to reflect the correct name of the airport location.

PHILIPPINES RPMC COTOBATO

C. The following Overseas Into-Plane locations are hereby added to the schedule under Solicitation SP0600-09-R-0200. The closing date and time for receipt of offers is May 15, 2009 at 1:00 PM Fort Belvoir EST. The Base Reference Date will remain 01 November 2008. THE SOLICITATION CLOSING DATE IS ONLY BEING EXTENDED FOR THE FOLLOWING LOCATION.

1.2 WEST
01 OCTOBER 2009 - 31 OCTOBER 2012

Item Number	Location & Product	Recommended Escalator	Estimated Quantity

BANGLADESH			

VGZR	ZIA INTL, DHAKA		
VGZR-AU	JET A-1, W/O FSII		589,035 GL
		*SINGAPORE/JAPAN CARGOES	

ACCEPTABLE ALTERNATES:
 -BU JET A-1 W/FSII

BERMUDA			

TXKF	L F WADE BERMUDA INTL		
TXKF-AU	JET A-1, W/O FSII		148,144 GL
		*CARIBBEAN CARGOES, JET KERO	

ACCEPTABLE ALTERNATES:
 -BU JET A-1 W/FSII

ECUADOR			

SEMT	ELOY ALFARO INTL, MANTA		
SEMT-AU	JET A-1, W/O FSII		120,000 GL
		* CARIBBEAN CARGOES, JET KERO	

ACCEPTABLE ALTERNATES:
 -BU JET A-1 W/FSII

TURK & CAICOS ISLAND			

MBPV	PROVIDENCIALES		
MBPV-AR	JET A, W/O FSII		65,250 GL
		*CARIBBEAN CARGOES, JET KERO	

MBPV	PROVIDENCIALES		5,000 GL
MBPV-BR	JET A, W/FSII		
		*CARIBBEAN CARGOES, JET KERO	

NEW ZEALAND

NZCH CHRISTCHURCH INTL
NZCH-BU JET A1, W/FSII 3,9293,648 GL
*SINGAPORE/JAPAN CARGOES

D. The following DESC Clauses have been revised and incorporated as part of Solicitation SP0600-09-R-0200.

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC JAN 2009)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, aerospace energy (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES

(CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES

(OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Cyprus	200	Malaysia	300	Singapore	300
Africa	200 ¹	Egypt	400 ¹	Maldives	300	South America	110
Alaska	300	Europe (Continental)	200	Malta	200	South Korea	300
Antarctica	300	Georgia	200	Mauritius	200	Sri Lanka	300
Armenia	200	Greenland	200	Mexico	110	Syria	400
Ascension Island	110	Hawaiian Islands	300	Midway Island	300	Taiwan	300
Australia	300	Hong Kong	300	Mongolia	300	Tajikistan	400
Azerbaijan	200	Iceland	200	Myanmar	300	Thailand	300
Azores	200	India	300	Nepal	300	Turkey	200

Bahrain	400	Indonesia	300	New Zealand	300	Turkmenistan	400
Bangladesh	300	Ireland	200	North Korea	300	United Arab	
Bermuda	110	Iran	400	Oman	400	Emirates	400
Bhutan	300	Iraq	400	Pacific Islands		United Kingdom	200
Brunei	300	Israel	200	(Central & South)	300	Uzbekistan	400
Cambodia	300	Japan	300	Pakistan	400	Vietnam	300
Canada	110/120 ²	Jordan	400	Papua New Guinea	300	Wake Island	300
Canary Island	200	Kazakhstan	400	Philippines	300	Yemen	400
Caribbean Islands	110	Kuwait	400	Qatar	400		
Central America	110	Kyrgyzstan	400	Russia	200		
Chagos Archipelago	300	Laos	300	Ryukus Islands, Japan	300		
China	300	Lebanon	400	Saudi Arabia	400		
Comoros	200	Madagascar	200	Seychelles Is.	420		

^[1] Except for Egypt, which is assigned to DESC Middle East (Code 400), all other countries in Africa fall under DESC Europe (Code 200).

^[2] The provinces of Manitoba, Ontario, Quebec, Newfoundland and Labrador, New Brunswick, Nova Scotia, and Prince Edward Island are assigned to DESC Americas East (Code 110). The rest of Canada falls under DESC Americas West (Code 120).

(c) INSPECTION OFFICES AND CODES.

110. DESC Americas East ³
 ATTN: Quality Manager
 Federal Building, Room 1005
 2320 LaBranch Street
 Houston, TX 77004-1091
 Phone: (713) 718-3883, ext. 162/161/160
 FAX: (713) 718-3891
120. DESC Americas West ³
 ATTN: Quality Manager
 3171 N Gaffey Street
 San Pedro, CA 90731-1099
 Phone: (310) 241-2806/2807
 FAX: (310) 241-2836
200. DESC Europe ³
Mailing Address:
 DESC Petroleum Lab
 ATTN: Quality Manager
 CMR 422
 APO AE 09067-0422
 [Location: Kaiserslautern, Germany]
 Phone: 49-631-3406-2285/2286 ⁴
 FAX: 49-631-3406-2289 ⁴
- Shipping Address:
 DESC Petroleum Lab
 ATTN: Quality Manager
 Rhine Ordinance Barracks , Bldg 320
 Am Opelkreisel
 67663 Kaiserslautern, Germany
300. DESC Pacific ³
 ATTN: Quality Manager
 1025 Quincy Avenue, Building 479, Suite 2000

Pearl Harbor, HI 96860-4512
 Phone: (808) 473-4307/4287
 FAX: (808) 473-4232

400. DESC Middle East³
 ATTN: Quality Manager
 PSC 451, Box DESC-ME
 FPO AP 09834-2800

[Location: Juffair, Bahrain]
 Phone: 973-17-85-4658/4665⁴
 FAX: 973-17-85-4670⁴

^[3] Designated location of the DESC Regional Quality Manager/Pre-Award Survey Monitor.

^[4] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

I302 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(a) **DEFINITIONS.** As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waiver his or her attorney-client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) **CODE OF BUSINESS ETHICS AND CONDUCT.**

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promise an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "**confidential**" or "**proprietary**" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) **BUSINESS ETHICS AWARENESS AND COMPLIANCE PROGRAM AND INTERNAL CONTROL**

SYSTEM. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined in FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) **An ongoing business ethics awareness and compliance program.**

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) **An internal control system.**

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system should provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) **SUBCONTRACTS.**

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(FAR 52.203-13)