

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

1. REQUISITION NUMBER  
 W911LJ-5048-2001

PAGE 1 OF 55

2. CONTRACT NO. <b>W81GYE-05-C-0031</b>	3. AWARD/EFFECTIVE DATE <b>17-Aug-2005</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>W81GYE-05-R-0018</b>	6. SOLICITATION ISSUE DATE <b>17-May-2005</b>
7. FOR SOLICITATION INFORMATION CALL:	a. NAME <b>LUIS PAGAN</b>	b. TELEPHONE NUMBER (No Collect Calls) <b>703-428-2010</b>	8. OFFER DUE DATE/LOCAL TIME <b>02:00 PM 22 Jul 2005</b>	

9. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12S45 ALEXANDRIA VA 22332-5000  TEL: 703-428-3304 FAX: 703-428-3362	CODE <b>W81GYEB8</b>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 483211 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO  <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY  <b>SEE ITEM 9</b>	CODE
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17a. CONTRACTOR/ OFFEROR JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDEVILLE LA 70471-0000  TEL. 985-629-2090	CODE <b>1FXH6</b>	18a. PAYMENT WILL BE MADE BY POWER TRACK HTTP://WWW.USBANK.COM/POWERTRACK OR US BA MN	CODE
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$3,889,050.00 EST</b>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.	ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	31c. DATE SIGNED <b>17-Aug-2005</b>
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RAY JONES / CONTRACTING OFFICER TEL: 703-428-2034 EMAIL: jonesray@sddc.army.mil
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AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)  
 Prescribed by GSA  
 FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  
  INSPECTED  
  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

## Section SF 1449 - CONTINUATION SHEET

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 5CFO 01 22.1 RB-05-0117 TRANSPORTATION S33150  
 AMOUNT: \$3,889,050.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Yr - East Gulf - Barge Tranp. Svcs FFP		Months		
	Base Period - 1 September 2005 thru 31 August 2006. The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). PURCHASE REQUEST NUMBER: W911LJ-5048-2001				
				NET AMT	\$0.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	1st 50,000 barrels tow FFP	12	Months	\$145,543.75	\$1,746,525.00
	1st 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				
				NET AMT	\$1,746,525.00
	ACRN AA Funded Amount				\$1,746,525.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	2nd 50,000 barrels tow FFP	12	Months	\$145,543.75	\$1,746,525.00
	2nd 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$1,746,525.00
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ACRN AA Funded Amount	\$1,746,525.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC OPTION	1st Opt On-Call 50,000 barrels tow FFP	4	Months	\$171,971.25	\$687,885.00
	1st Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$687,885.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD OPTION	2nd Opt On-Call 50,000 barrels tow FFP	4	Months	\$171,971.25	\$687,885.00
	2nd Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$687,885.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		1	Lot	\$396,000.00	\$396,000.00 EST

Out-of-Pocket Expenses  
FFP

Out-of-pocket expenses - in accordance with (IAW) paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS and On-Call Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates: \$51.88 per hour (for the first 8 hours) and \$63.00 per hour thereafter.

PURCHASE REQUEST NUMBER: W911LJ-5048-2001

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NET AMT

\$396,000.00 (EST.)

ACRN AA Funded Amount

\$396,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION			Months		

Option Year 1 - Barge Tranp. Svcs  
FFP

Period - 1 September 2006 thru 31 August 2007. The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS).

PURCHASE REQUEST NUMBER: W911LJ-5048-2001

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NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	1st 50,000 barrels tow FFP 1st 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001	12	Months	\$148,585.42	\$1,783,025.04

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NET AMT	\$1,783,025.04
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	2nd 50,000 barrels tow FFP 2nd 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001	12	Months	\$148,585.42	\$1,783,025.04

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NET AMT	\$1,783,025.04
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	1st Opt On-Call 50,000 barrels tow FFP 1st Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001	4	Months	\$174,996.25	\$699,985.00

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NET AMT	\$699,985.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		4	Months	\$174,996.25	\$699,985.00
OPTION	2nd Opt On-Call 50,000 barrels tow FFP 2nd Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$699,985.00
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Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		1	Lot		\$ EST
OPTION	Out-of-Pocket Expenses FFP Out-of-pocket expenses - in accordance with (IAW) paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS and On-Call Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates: \$53.70 per hour (for the first 8 hours) and \$65.21 per hour thereafter. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$ (EST.)
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Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option Year 2 - Barge Tranp. Svcs FFP		Months		
	Period - 1 September 2007 thru 31 August 2008. The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS).				
	PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	1st 50,000 barrels tow FFP	12	Months	\$151,627.08	\$1,819,524.96
	1st 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel.				
	PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

NET AMT

\$1,819,524.96

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	2nd 50,000 barrels tow FFP	12	Months	\$151,627.08	\$1,819,524.96
	2nd 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$1,819,524.96
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	1st Opt On-Call 50,000 barrels tow FFP	4	Months	\$178,021.25	\$712,085.00
	1st Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$712,085.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	2nd Opt On-Call 50,000 barrels tow FFP	4	Months	\$178,021.25	\$712,085.00
	2nd Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$712,085.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE OPTION	Out-of-Pocket Expenses FFP	1	Lot		\$ EST
<p>Out-of-pocket expenses - in accordance with (IAW) paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS and On-Call Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates: \$55.58 per hour (for the first 8 hours) and \$67.49 per hour thereafter. PURCHASE REQUEST NUMBER: W911LJ-5048-2001</p>					

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NET AMT	\$ (EST.)
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option Year 3 - Barge Tranp. Svcs FFP		Months		
<p>Period - 1 September 2008 thru 31 August 2009. The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS). PURCHASE REQUEST NUMBER: W911LJ-5048-2001</p>					

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NET AMT	\$0.00
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	1st 50,000 barrels tow FFP	12	Months	\$154,668.75	\$1,856,025.00
1st 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

NET AMT

\$1,856,025.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	2nd 50,000 barrels tow FFP	12	Months	\$154,668.75	\$1,856,025.00
2nd 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

NET AMT

\$1,856,025.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	1st Opt On-Call 50,000 barrels tow FFP	4	Months	\$181,046.25	\$724,185.00
1st Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

NET AMT

\$724,185.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	2nd Opt On-Call 50,000 barrels tow FFP	4	Months	\$181,046.25	\$724,185.00

2nd Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel.  
PURCHASE REQUEST NUMBER: W911LJ-5048-2001

NET AMT

\$724,185.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	Out-of-Pocket Expenses FFP	1	Lot		\$ EST

Out-of-pocket expenses - in accordance with (IAW) paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS and On-Call Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates: \$57.53 per hour (for the first 8 hours) and \$69.85 per hour thereafter.

PURCHASE REQUEST NUMBER: W911LJ-5048-2001

NET AMT

\$ (EST.)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option Year 4 - Barge Tranp. Svcs FFP		Months		
	Period - 1 September 2009 thru 31 August 2010. The Contractor shall furnish all supplies, materials, equipment, insurance, and personnel necessary to perform the services as set forth in the Performance Work Statement (PWS).				
	PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$0.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	1st 50,000 barrels tow FFP	12	Months	\$157,710.42	\$1,892,525.04
	1st 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel.				
	PURCHASE REQUEST NUMBER: W911LJ-5048-2001				

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NET AMT	\$1,892,525.04
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	2nd 50,000 barrels tow FFP	12	Months	\$157,710.42	\$1,892,525.04
2nd 50,000 barrels tow to load fuel, proceed to and discharge as required at any location as specified in the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

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NET AMT	\$1,892,525.04
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	1st Opt On-Call 50,000 barrels tow FFP	4	Months	\$184,071.25	\$736,285.00
1st Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

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NET AMT	\$736,285.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	2nd Opt On-Call 50,000 barrels tow FFP	4	Months	\$184,071.25	\$736,285.00
2nd Optional On-Call 50,000 barrels tow to be ordered in accordance with paragraph 3.1.1.1 of the PWS. Rate does not include fuel. PURCHASE REQUEST NUMBER: W911LJ-5048-2001					

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NET AMT	\$736,285.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	Out-of-Pocket Expenses FFP	1	Lot		\$ EST
<p>Out-of-pocket expenses - in accordance with (IAW) paragraph 5 of the PWS. Out-of-pocket expenses include payment to the contractor for incurred Bunker Fuel Expenses IAW paragraph 5.3 of the PWS and On-Call Additional Tankerman Expenses IAW paragraph 3.5 and 5.4 of the PWS. The contractor will receive payment for the actual cost incurred for the On-Call Additional Tankerman Expenses, not to exceed the following maximum hourly rates: \$59.54 per hour (for the first 8 hours) and \$72.30 per hour thereafter.</p> <p>PURCHASE REQUEST NUMBER: W911LJ-5048-2001</p>					

NET AMT

\$ (EST.)

Funded Amount

\$0.00

FOB: Destination

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	Government	N/A	Government
0001AB	N/A	Government	N/A	Government
0001AC	N/A	Government	N/A	Government
0001AD	N/A	Government	N/A	Government
0001AE	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1001AA	N/A	Government	N/A	Government
1001AB	N/A	Government	N/A	Government
1001AC	N/A	Government	N/A	Government
1001AD	N/A	Government	N/A	Government
1001AE	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2001AA	N/A	Government	N/A	Government
2001AB	N/A	Government	N/A	Government
2001AC	N/A	Government	N/A	Government
2001AD	N/A	Government	N/A	Government
2001AE	N/A	N/A	N/A	N/A

3001	N/A	N/A	N/A	N/A
3001AA	N/A	Government	N/A	Government
3001AB	N/A	Government	N/A	Government
3001AC	N/A	Government	N/A	Government
3001AD	N/A	Government	N/A	Government
3001AE	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4001AA	N/A	Government	N/A	Government
4001AB	N/A	Government	N/A	Government
4001AC	N/A	Government	N/A	Government
4001AD	N/A	Government	N/A	Government
4001AE	N/A	N/A	N/A	N/A

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
0001AA	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
0001AB	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
0001AC	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
0001AD	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
0001AE	POP 01-SEP-2005 TO 31-AUG-2006	N/A	N/A FOB: Destination	
1001	POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination	
1001AA	POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination	
1001AB	POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination	
1001AC	POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination	
1001AD	POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination	

1001AE POP 01-SEP-2006 TO 31-AUG-2007	N/A	N/A FOB: Destination
2001 POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
2001AA POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
2001AB POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
2001AC POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
2001AD POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
2001AE POP 01-SEP-2007 TO 31-AUG-2008	N/A	N/A FOB: Destination
3001 POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
3001AA POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
3001AB POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
3001AC POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
3001AD POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
3001AE POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination
4001 POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination
4001AA POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination
4001AB POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination
4001AC POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination
4001AD POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination

4001AE POP 01-SEP-2009 TO N/A  
31-AUG-2010

N/A  
FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or

incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-4 ADDENDUM

**a. Addendum to Para (c) Changes:** Changes in the terms and conditions of this contract may be made only by written agreement of the parties excepted for items/provisions delineated in the contract as within the authority of the Contracting Officer (CO). Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. The Government may make changes in the terms and condition of a delivery/task/shipping order issued under the contract in writing on a unilateral basis.

- (1) If any such changes causes an increase or decrease in the cost of, or the time required for performance of any part or the work under this contract, whether or not changed by the order, the CO must make an equitable adjustment in the contract price, the delivery schedule, or both and shall modify the contract.
- (2) The Contractor must assert its rights to an adjustment under this clause within thirty (30) days from the date of the receipt of the written order.
- (3) If the Contractor proposal includes the cost of property made obsolete or excess by the change, the CO shall have the right to prescribe the manner of disposition of the property.
- (4) Failure to agree to any adjustment shall be a dispute.

**b. The following are hereby incorporated as part of the terms and conditions:**

- (1) 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Contract with line items for out-of-pocket expenses, resulting from this solicitation.

(End of clause)

(2) 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within or at any time prior to expiration of the contract.

(End of clause)

(3) 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the contracts current period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

(4) 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

(5) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.247-5	Familiarization With Conditions	APR 1984
52.247-6	Financial Statement	APR 1984

52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

(End of Clause)

**(6) 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (\_\_\_\_ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

- \_\_\_ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- \_\_\_ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- \_\_\_ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2005) (\_\_\_ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- \_\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- \_\_\_ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- \_\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- \_\_\_ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- \_\_X\_ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- \_\_\_ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_ Alternate I) (MAR 2000) (\_\_\_ Alternate II) (MAR 2000) (\_\_\_ Alternate III) (May 2002).
- \_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

(End of Addendum to 52.212-4)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_X\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**EXHIBIT A: PWS**

**EXHIBIT A:  
PERFORMANCE WORK STATEMENT**

**Dedicated Barge Transportation Services –  
East Gulf**

**TABLE OF CONTENTS**

<b>1.</b>	<b>General</b>
<b>1.1.</b>	<b>Scope</b>
<b>1.1.1.</b>	<b>Historical Location Information</b>
	<b>Table 1. Fuel Loading / Discharge Ports</b>
<b>1.1.2.</b>	<b>Government Reserved Rights</b>
<b>1.1.3.</b>	<b>Hours of Operation</b>
<b>1.1.4.</b>	<b>Period of Performance</b>
<b>1.2.</b>	<b>Safety and Security</b>
<b>1.2.1.</b>	<b>OSHA Compliance</b>

- 1.2.2. Additional Regulations Compliance**
  - Table 2. Mandatory Regulations**
  - 1.2.3. Death or Injury to Personnel**
  - 1.3. Damage and Loss Reports**
  - 1.4. Quality and Performance**
    - 1.4.1. Contractor Quality Control, Reporting and Records**
      - 1.4.1.1. Quality Control**
        - 1.4.1.2. Final QCP**
        - 1.4.1.3. Monthly Quality Control Inspection Reports**
        - 1.4.1.4. Problem/Failure**
        - 1.4.1.5. Use of Quality Control Performance Information**
        - 1.4.1.6. Performance Requirements**
          - 1.4.1.6.1. Performance Objective**
          - 1.4.1.6.2. Performance Measures**
          - 1.4.1.6.3. Performance Standards**
      - 1.4.2. Government Quality Assurance**
        - 1.4.2.1. Critical Performance Requirements**
        - 1.4.2.2. Performance Measurement Approaches**
        - 1.4.2.3. Visits**
    - 1.5. Insurance Requirements**
      - 1.5.1. Cargo Insurance**
      - 1.5.2. Liability, Pollution and Environmental Insurance**
      - 1.5.3. Policy Notification**
      - 1.5.4. Written Notice**
    - 2. Government Responsibilities**
  - 2.1. COR Functions**
    - 2.1.1. Cargo Routing**
    - 2.1.2. Order Services**
    - 2.1.3. Contact Information**
    - 2.1.4. Acknowledge Receipt**
    - 2.1.5. Measure, Verify, and Document Cargo**
    - 2.1.6. Notify Receiving Activities**
    - 2.1.7. Authorize Access**
    - 2.1.8. Supply Required Forms**
    - 2.1.9. Provide A Safe Berth**
    - 2.1.10. Inspect and Accept Equipment**
- 3. Contractor Furnished Equipment and Crew**
  - 3.1. Barge and Tug Requirements**
    - 3.1.1. Barge**
      - 3.1.1.1. On-Call Tow**
    - 3.1.2. Barge Equipment**
      - 3.1.2.1. Cargo Pumping System**
      - 3.1.2.2. Cargo Tank Stripping System**
      - 3.1.2.3. Water Stripping System**
      - 3.1.2.4. Gauge Point Marks and Calibration**
        - 3.1.2.4.1. Calibration Charts**

- 3.1.2.5. **Stainless Steel Tanks**
- 3.1.2.6. **Steel Valves**
- 3.1.2.7. **Split Rails**
- 3.1.2.8. **Sectional Fuel Delivery Hose**
- 3.1.3. **Tug**
- 3.2. **Contractor Owned or Leased Equipment**
- 3.3. **Barge Inspection and Acceptance**
- 3.3.1. **Performance Objective - Pre-Service Inspection**
- 3.4. **Maintain, Position, and Operate Equipment**
- 3.5. **Provide a Licensed Tankerman**
  
- 4. **Contractor Tasks and Duties**
  
- 4.1. **Equipment Maintenance**
- 4.1.1. **Temporary Patching/Repairs**
- 4.1.2. **Performance Objective – Continuous Service**
- 4.1.2.1. **Scheduled/Required Maintenance**
- 4.1.2.2. **Out-of-Service Notification**
- 4.1.2.3. **Long-Term Out-of-Service Notification**
  
- Table 3. Performance Objective - Continuous Service**
  
- 4.1.2.4. **Substitute Equipment**
- 4.1.3. **Failure to Perform**
  
- Table 4. Sample Calculation - Excess Re-Procurement Costs**
  
- 4.2. **Cargo Delivery Services**
- 4.3. **Performance Objective - Loading or Discharging Cargo**
- 4.3.1. **Performance Objective - Transit Times**
- 4.4. **Responsibility for Cargo**
- 4.4.1. **Loss or Contamination Liability**
- 4.4.2. **Gauging**
- 4.4.3. **Carry Away Liability**
- 4.4.4. **Contamination or Degradation Liability**
- 4.4.4.1. **Performance Objective -  
Cleaning to Prevent Contamination or Degradation of Cargo**
- 4.4.4.2. **Minimum Requirements for the Preparation of Barge Cargo Tanks**
- 4.5. **Reporting and Communication**
- 4.5.1. **Performance Objective –  
Daily Equipment Position and Status Reports**
- 4.5.2. **Performance Objective - Readiness Notice**
- 4.5.3. **Performance Objective - Cargo Documentation**
- 4.6. **Responsibility for Damage to Government Property**
- 4.6.1. **Performance Objective - Damage Due to Contractor Negligence**
- 4.6.2. **Performance Objective - Prevent Damage to Facilities**
  
- 5. **Out-of-Pocket Expenses**
  
- 5.1. **COR Approval**
- 5.2. **Tolls and Charges**

- 5.2.1. Assist Tugs
- 5.2.2. Icing Condition Expenses
- 5.2.3. Barge Cleaning Expenses
- 5.3. Bunker Fuel Expenses
- 5.4. Optional On-Call Additional Tankerman Expenses

6. Definitions

**Table 5. Definitions**

**Carryaway Product**

**Contracting Officer's Representative (COR)**

**Innage**

**Ullage or Outage**

**Licensed Tankerman**

**Out-of-Pocket**

**Out-of-Service**

**Quality Assurance Representative (QAR)**

**ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

**Table 6. Performance Requirements Summary –  
Critical Performance Objectives**

**Appendix A: Minimum Requirements for the Preparation of Barge  
Cargo Tanks**

**Appendix B: Applicable Forms**

**Appendix C: Estimated Barge Movements**

**ATTACHMENT 2: QUALITY ASSURANCE SURVEILLANCE PLAN**

**DEDICATED BARGE TRANSPORTATION SERVICES - EAST GULF****DEFENSE ENERGY SUPPORT CENTER (DESC)  
AMERICAS EAST (HOUSTON) (DESC-AME)****PERFORMANCE WORK STATEMENT (PWS)****1. General.**

**1.1. Scope.** This contract covers the transportation of Department of Defense-owned bulk jet fuel (JP5 and JP8) and marine diesel (F76), by tug and barge between all ordered United States ports and points on the Gulf of Mexico and the Lower Mississippi River and their connecting waterways and tributaries, including those specified below. The contractor must provide barge transportation using contractor-supplied equipment as specified in the performance work statement.

**1.1.1. Historical Location Information.** The Defense Energy Support Center Americas East Office, Houston (DESC-AME) Loading/Discharging (Receiving) locations provided as historical information. However, **this list is not all-inclusive.** Loading/Discharging points may change as fuel procurement award patterns change.

**Table 1: Loading/Discharging points:**

**JP8 Loading Ports**  
Exxon/Mobil Company, USA, Baton Rouge, LA  
Valero, Texas City, TX  
Placid Refining, Port Allen, LA  
Goldline, Jennings, LA  
BP, Texas City, TX  
Shell, Mobile, AL  
Shell, Deer Park, TX  
Magellan Midstream Partners LP, Galena Park, TX  
Valero, Corpus Christi, TX  
Air BP, Texas City, TX

**JP8 Discharge Ports**  
Naval Air Station, Belle Chase (New Orleans), LA  
Air National Guard, Gulfport, Gulfport, MS  
Eglin Air Force Base, Fort Walton Beach, FL  
Hurlburt Field, Fort Walton Beach, FL  
Tyndall Air Force Base, Panama City, FL  
Naval Air Station Pensacola, Pensacola, FL  
Magellan Midstream Partners LP, Galena Park, TX  
DFSP Woodriver, IL

**JP5 Loading Ports**  
Placid Refining, Port Allen, LA  
Shell, Deer Park, TX  
Magellan Midstream Partners LP, Galena Park, TX  
Valero, Corpus Christi, TX

**JP5 Discharge Ports**  
Naval Air Station, Pensacola, FL  
Magellan Midstream Partners LP, Galena Park, TX

**F76 Loading Ports**  
 Valero Refining, Texas City, TX  
 Valero, Corpus Christi, TX  
 CITGO, Lake Charles, LA  
 Calcasieu Refining, Lake Charles, LA  
 Magellan Midstream Partners, LP, Galena Park, TX

**F76 Discharge Ports**  
 Naval Air Station, Ingleside, Corpus Christi, TX  
 Magellan Midstream Partners LP, Galena Park, TX

**1.1.2. Government Reserved Rights.** The Government reserves the right to use the furnished equipment from, to, and between the points shown above without restriction.

**1.1.3. Hours of Operation.** Contractor supplied equipment and crews must be available exclusively to the Government at all times, 24 hours per day, 7 days per week, for transporting cargo to and between the points stipulated or as may be directed by the Government, or to stand by at an origin, destination, or intermediate point as necessary and specified by the Government.

**1.1.4. Period of Performance**

The proposed contract is for a one base period of 12 months from contract award, with four (4) options years as noted below:

Base Period: 1 September 2005 - 31 August 2006  
 Option Yr 1: 1 September 2006 - 31 August 2007  
 Option Yr 2: 1 September 2007 - 31 August 2008  
 Option Yr 3: 1 September 2008 - 31 August 2009  
 Option Yr 4: 1 September 2009 - 31 August 2010

**1.2. Safety and Security.**

**1.2.1. OSHA Compliance.**

The Contractor must establish and maintain an effective and comprehensive safety program that complies with the provisions of the Occupational Safety and Health Act and the National Institute of Occupational Safety and Health. The Contractor must acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices necessary to protect employees. The Contractor must be responsible for compliance with the Occupational Safety and Health Act of 1970 and for penalties resulting from violations.

**1.2.2. Additional Regulations Compliance.**

The Contractor must maintain and operate all equipment in accordance with applicable U.S. Coast Guard, federal and state laws, and military regulations, including applicable regulations of the Commander, Defense Energy Supply Center (DESC), and must also be in compliance with all of our fuel supply terminal requirements for barge tows. Applicable regulations are as follows:

**Mandatory Regulations**

DLAR 4500.3, Defense Traffic Transportation Regulation (DTR), December 2000.

DOD 4140.25M, Procedures for Management of Petroleum Products, June 1994.

DFSCM 4140.4, DFSC Supply Operations Manual, June 1986.

MIL-STD-3004 (A), Quality Surveillance for Fuels, Lubricants, and Related Products, November 2003.

Note: If needed, carriers may contact DESC-BID to obtain a copy of these regulations. (703-767-8403)

### **1.2.3. Death or Injury to Personnel.**

In all instances where contractor's employees are absent due to injury or death or for purposes of receiving medical attention due to an injury during or arising from performance under this contract, the Contractor must submit a full written report of the facts and the extent of such injury to the Contracting Officer's Representative (COR) within 24 hours following the occurrence of such injury or death. In addition, the Contractor must submit to the COR a written accident report of each and every accident occurring to the contractor's employees within 24 hours after the occurrence. If an investigation of the accident is conducted, the Contractor must assist the investigator in securing statements from its employees and must make pertinent records available to the investigator and to the COR.

### **1.3. Damage and Loss Reports.**

In all instances where cargo, Contractor's equipment, or private or Government property is damaged, lost, or pilfered while in the care, custody, or possession of the Contractor or through handling by the Contractor's employees, agents, or subcontractors, the Contractor must submit a full written report of the facts and the extent of such damage or loss to the Contracting Officer's Representative within 24 hours following the occurrence or discovery.

### **1.4. Quality and Performance.**

The Government and the Contractor will operate as a team to assure a high standard of quality is established and maintained in the performance of the contract. This will include government measurement and surveillance of the contractor's performance to document and recognize instances of superior contractor performance, and to identify areas falling short of required performance standards early so that the Contractor and the Government may work together to identify causes and eliminate problems before they become serious. The Government's Performance Measures and the Contractor's Quality Control (QC) program requirements are described below.

#### **1.4.1. Contractor Quality Control, Reporting and Records**

##### **1.4.1.1. Quality Control.**

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the terms of the contract. The Contractor shall submit a proposed QCP as part of its technical proposal. The QCP should include as a minimum how the Contractor intends to meet the performance objectives, provide cargo free of contamination or degradation, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems. Finally, the QCP should include the contractor's Oil Spill Response Plan.

##### **1.4.1.2. Final QCP.**

The Contractor shall submit a revised QCP within twenty (20) business days after contract award. Should there be any need for clarification or correction of any area, the Contractor shall submit the revised QCP within ten (10) business days after receiving the final with Government-identified deficiencies noted. DESC will be afforded the opportunity to review both the initial and final QCP prior to Contracting Officers acceptance.

##### **1.4.1.3. Monthly Quality Control Inspection Reports.**

Upon the Contracting Officer's acceptance of the Contractor's Quality Control Plan, the Contractor must submit monthly Quality Control Inspection Reports stating the results of its inspections to the COR.

##### **1.4.1.4. Problem/Failure.**

The Contractor shall self-identify any problem or failure that may impact contract performance. In accordance with its QCP, the Contractor shall provide the COR with a succinct written plan of action within five (5) business days of Contractor self-identification or awareness of a potential or real problem, failure or deficiency. The Contractor shall detail the methodology for correcting the problem or deficiency in the plan of action, and provide an assurance of the specific time required to bring performance back to acceptable quality levels, as applicable.

**1.4.1.5. Use of Quality Performance Information.** Information from these reports will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

**1.4.1.6. Performance Requirements.**

Performance Requirements in this document are expressed in the following manner and may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

**1.4.1.6.1. Performance Objective.**

A statement of the outcome or results expected of the Contractor (not output).

**1.4.1.6.2. Performance Measures.**

The critical few characteristics or aspects of achieving the objective that will be monitored by the Government; those things that the Government will analyze. Each objective may have one or more measures.

**1.4.1.6.3. Performance Standards.**

The targeted level or range of levels of performance for each performance measure. Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard, the measures and standards are in accordance with standard commercial practices. (i.e., substantial compliance with local customary trade practice). When not stated, Performance Standards are assumed to be one hundred (100) percent, unless standard commercial practices would apply a lower standard.

Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than one hundred (100) percent compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings, etc.) and similar goals.

**1.4.2. Government Quality Assurance.**

Final determination that the services rendered are conforming is solely the responsibility of the Government. The Government Quality Surveillance Plan (See Attachment 2) is not a substitute for Contractor quality control.

**1.4.2.1. Critical Performance Requirements.**

The Government will monitor the Contractor's performance using predetermined quality assurance procedures and through the Government Performance Requirements Summary (PRS), Attachment 1, which will be used in this program and which also describes the contract requirements considered most critical to performance.

**1.4.2.2. Performance Measurement Approaches.**

The CO and the COR will monitor Contractor performance and compliance with the terms and the conditions of the contract using the PRS and such standard techniques as inspections, Government generated management reports, Contractor reports and Customer feedback. The COR, in conjunction with the CO, will conduct periodic meetings with the Contractor to discuss operations, and problem areas.

**1.4.2.3. Visits**

Government personnel, in addition to/other than the Contracting Officer Representative (COR) and Quality Assurance Representative (QAR), may make announced periodic visits to the Contractor's facilities to observe daily operations. Announced visits will follow a one (1) day prior notice to the Contractor. During these visits, the Contractor shall provide knowledgeable personnel to tour and inspect the areas. The Contracting Officer and/or his representative will make periodic inspections.

**1.5. Insurance Requirements****1.5.1. Cargo Insurance**

The Contractor shall provide cargo insurance, at its own expense, as required by law, at least equal to the value of the cargo transported.

**1.5.2. Liability, Pollution and Environmental Insurance**

Contractor shall provide at its own expense, the appropriate amount of insurance as required by law.

**1.5.3. Policy Notification**

The Contractor shall provide copies of cargo, public liability, and pollution liability insurance certificates to the Contracting Officer within 10 calendar days after contract award and each time there is a change in coverage or policy renewal.

**1.5.4. Written Notice**

The Contractor shall furnish a written notice to the Contracting Officer 30 days in advance of the effective date of any reduction in, or cancellation of the cargo, public liability, or pollution liability insurance policies.

**2. Government Responsibilities.****2.1. COR / DESC AME Inventory Manager Responsibilities**

The COR and/or DESC AME Inventory Manager shall perform the following:

**2.1.1. Cargo Routing**

Issue cargo routing instructions to shippers.

**2.1.2. Order Services**

Order all loading and unloading services and schedule all movements.

**2.1.3. Contact Information**

Furnish the Contractor with the names and telephone numbers, including home telephone numbers, of persons designated as the Government's ordering, inspecting, and receiving representatives upon award of the contract.

**2.1.4. Acknowledge Receipt**

Acknowledgement of receipt shall be completion of the DD-250-1 and barge ullage sheet consisting of location, date of arrival, barge name/number, and cargo number and shall provide for signature by both a Contractor representative and a designated Government representative. (See Appendix B.)

**2.1.5. Measure, Verify, and Document Cargo**

Arrange for measurement, verification, and documentation of all cargo remaining aboard barges at loading and unloading ports and, in accordance with Section 4.4.3 Carry Away Liability, deduct from the next monthly invoice, the value of cargo in excess of ten (10) barrels carried away per barge. Charges would apply only when barge equipment is changed or product carried changes.

**2.1.6. Notify Receiving Activities**

The COR or DESC Inventory Manager will notify the receiving activities of the scheduled arrival of the barge, including estimated date and time of arrival, barge name/number, and cargo number.

**2.1.7. Authorize Access**

Arrange for an authorized representative of the Contractor to have access to all facilities to load and discharge barges as necessary.

**2.1.8. Supply Required Forms**

Supply the Contractor with all forms the Contractor is required to file with the Defense Energy Support Center Americas East, Houston Office or the COR. (See Appendix B.)

**2.1.9. Provide a Safe Berth**

Provide a reachable and safe berth at all loading and discharging ports for the vessel to be afloat at all times, free of dockage, wharfage, pilotage, toll, and port charges.

**2.1.10. Inspect and Accept Equipment**

The Government shall provide pre-award and/or pre-service inspections for Contractor equipment.

### **3. Contractor Furnished Equipment and Crew.**

The Contractor shall furnish all supplies, materials, equipment, and personnel necessary to perform the services incidental to the operation of the equipment listed below:

#### **3.1. Barge and Tug Requirements.**

Pricing of services does not include fuel (see Bunker Fuel Expenses)

The contractor shall provide the following:

##### **3.1.1. Barge.**

Two barge tows, each with a total deliverable capacity of not less than 50,000 barrels. Each tow must consist of either two individual 25,000 barrel barges, or not more than three barges total, one of which has a capacity of at least 25,000 barrels. Contractor is required to comply with the maximum safe navigable draft and length over all for all loading and discharge locations. The Contractor remains responsible for maximum length over all, however the government reserves the right to light load equipment where the government knows there is a shallow draft or require the tow to stand off awaiting safe berthing conditions, e.g.: high tide.

##### **3.1.1.1. On-Call Tow.**

These services will be ordered separately as priced within the Schedule of Rates. The government will have the option to add additional tows or terminate existing on-call tows as traffic patterns change. The contractor must provide for one additional tow when requested by the government with a minimum of 15 days notice. On-call tows must be of the same capacity as those listed in paragraph 3.1.1. The equipment ordered will normally be in service for a 30-day period. The government will provide the effective dates of service for the tow via contract modification. The government may terminate any on-call tow with a minimum of 15 days notice if that tow is no longer required. Barge and tug requirements will be consistent within the parameters as provided in paragraph 3.1. The equipment must meet all government inspection requirements addressed in paragraph 3.3 and must remain in dedicated service until released back to the contractor. Dedicated service is defined as the start and end date of the requested service. Payment will not commence until the tow is made available at the initial loading point, as specified in the contract modification, and will end on the last day of requested service upon cargo discharge at the destination point. Any subsequent changes to schedule details (e.g., date, loading port) required for expedience of the government shall occur only upon modification of the contract by the Contracting Officer. Otherwise, the contractor is responsible for all costs associated with positioning the equipment at the initial loading point. Payment for the on-call services will be in accordance with the prices listed in the Schedule of Rates.

##### **3.1.2. Barge Equipment.**

The Contractor and its equipment must currently possess or be eligible for USCG certificate for approval to operate in US coastal and inland waterways. All barges shall be equipped with the following.

##### **3.1.2.1. Cargo Pumping System**

A cargo pumping system with necessary hoses and connections capable of completely discharging and stripping the cargo tanks without outside power or assistance from the shore. The average load/discharge rate for all destinations shall be a minimum of 2,000 barrels per hour (BPH) at a pressure of 100 pounds per square inch (PSI) from the barge manifold including quantities stripped from cargo tanks. This effectively means that the total cargo shall be loaded/discharged as a minimum, in time represented by the total cargo stated in barrels divided by 2,000 barrels per hour.

##### **3.1.2.2. Cargo Tank Stripping System**

An independent cargo tank stripping system capable of stripping all but a maximum of 2 barrels of product per cargo tank, not to exceed 10 barrels for the entire barge. The discharge rate during tank stripping operations may be less than the minimum rates stipulated above.

##### **3.1.2.3. Water Stripping System**

A water stripping system, separate from the cargo tank stripping system, for removal of residual water, prior to discharge of cargo. All water and cargo tank stripping and discharge lines shall be fully visible from the deck.

#### **3.1.2.4. Gauge Point Marks and Calibration**

Permanent gauge point marks with reference height stenciled to the deck or compartment hatch, certified calibration charts not exceeding eight years in age (provided that no structural alterations have been performed subsequent to the calibration date), trim correction tables and legible draft markings. Barges shall be recalibrated as needed at the Contractor's expense during the contract period.

##### **3.1.2.4.1. Calibration Charts**

The Contractor shall provide copies of the calibration charts and trim correction tables to the Government representative at loading and discharge points and to the COR. A packet containing all calibration charts and trim correction tables pertaining to all equipment used in the performance of this contract shall be available on each tug or barge. The Contractor shall provide the COR a list showing the maximum load capacity of each barge at safe draft, updated whenever equipment or regulation or traffic area depths change. The Contractor shall develop and maintain a barge gauge history for Government use or inspection in comparing barge loaded figures to shore loading figures.

##### **3.1.2.5. Stainless Steel Tanks**

Barges with stainless steel or epoxy-coated tanks are preferred, but barges with uncoated tanks may be offered. For the purpose of this contract, any commercial epoxy coating impervious to petroleum products, except coal tar epoxy, is suitable.

##### **3.1.2.6. Steel Valves**

Steel valves shall be an integral part of all barges used in the performance of this contract.

##### **3.1.2.7 Spill Rails**

Spill rails are required on all barges.

##### **3.1.2.8 Sectional Fuel Delivery Hose**

When required, the Contractor shall provide 200 feet of sectional fuel delivery hose and various coupling attachments necessary for over-the-water fuel loading to ships. The Contractor is liable for any damage or loss resulting from faulty equipment or caused by Contractor negligence.

##### **3.1.3. Tug**

The tug for each tow offered must have between 1,500 and 2,100 HP, and be suitable in design and power to properly navigate the lower and upper Mississippi River, the Tombigbee and Arkansas Rivers, and the Gulf Intra-coastal Waterway.

#### **3.2. Contractor Owned or Leased Equipment**

The Contractor shall own the equipment performing the transportation service or the Contractor shall have the equipment under long-term lease for the duration of the contract period to include the base year and all option years. The Government requires verification of this requirement at the time of contract award.

#### **3.3. Barge Inspection and Acceptance**

At the start of this contract, the Contractor shall provide tug and barge equipment that conforms to the specifications of this contract (see Section 3.1 Barge And Tug Requirements), and that passes the Government's loading inspection. Equipment will be inspected at loading ports as specified by the COR. Government inspection and acceptance of the Contractor's equipment is a condition precedent to the Government's obligation to pay the monthly rates set forth in the Schedule of Rates. The monthly rates do not go into effect, and the Government incurs no obligation to make monthly payments, until the Government's Quality Assurance Representative (QAR) has approved the Contractor's equipment for loading in accordance with Section 3.3.2.

##### **3.3.1 Performance Objective - Pre-Service Inspection**

Not later than 15 days prior to the initiation of transportation services, the Contractor shall make its tugs and barges available for inspection and acceptance by the Government at the loading specified by the COR. If the Contractor fails to provide conforming equipment by this deadline, the Contractor shall be subject to termination by the Contracting Officer under the Termination for Cause clause. Tows must be presented cleaned, gas free, and free of temporary patches. The Contractor shall provide a valid marine chemist certificate to the Government QAR prior to inspection. Contractor must ensure that all cargo and vent lines have been drained of previous cargo, and flushed with hot water. Cargo tanks and bulkheads must be free of water, loose rust, sludge, mud, silt, and foreign objects. The Government QAR shall take a sample of scale from inside of the cargo tanks and test it to determine the potential effects of the corrosion and gum characteristics on the cargo to be loaded. The Contractor shall prepare the barge for inspection at its own expense. Acceptance of the equipment by the Government shall in no way be construed to attest to the seaworthiness of the barge or to other requirements of the U.S. Coast Guard. The Government's QAR shall issue written confirmation of acceptance of equipment through the COR. Once inspected, the tug and barge equipment will be considered to have entered into dedicated service on this contract.

#### **3.4. Maintain, Position, and Operate Equipment**

The Contractor shall maintain, clean (including slop tanks), repair, position and operate its equipment to ensure its performance under the contract, including providing fuel to operate the tug and barge pump engines and shall provide all crew living provisions. The Contractor shall pay all associated costs and expenses.

#### **3.5. Provide a Licensed Tankerman**

The Contractor is responsible for following all governing regulations and statutes in providing licensed tankermen at all loading and discharge ports identified in the PWS. The licensed tankermen must gauge barge tanks jointly with the Government QAR and make a record of quantities on required forms including Barge Ullage (DD Form 2479), or suitable commercial equivalent. As directed by the COR, the Contractor must furnish an additional shore tankerman when needed. The optional on-call additional licensed tankerman expense will be paid in accordance with Paragraph 5.4.

### **4. Contractor Tasks and Duties**

#### **4.1. Equipment Maintenance**

##### **4.1.1. Temporary Patching/Repairs**

The Contractor may use temporary repairs only until the barge can return to a point where permanent repairs can be made. Barges shall not be accepted for loading if there is evidence of concrete patches or other temporary repairs.

##### **4.1.2. Performance Objective – Continuous Service**

The Contractor shall provide 24-hour, seven-day a week availability of equipment and crew to the government for use under this contract.

##### **4.1.2.1. Scheduled/Required Maintenance**

Maintenance or repair periods shall not exceed 24 hours in duration, except when required for U.S. Coast Guard inspections or when mutually agreed between the Government and the Contractor (e.g. periodic maintenance). The Contractor shall provide notice of scheduled maintenance with expected duration of maintenance not less than 24 hours before the date it is scheduled.

##### **4.1.2.2. Out-of-Service Notification**

The Contractor shall notify the COR immediately in the event that the Contractor is unable to provide service due to unscheduled non-availability of equipment or crew, and must include the location of the equipment, cargo status (loaded or empty), reason for being out-of-service, and the expected duration of disability (Temporary Out-of-Service or Long-Term Out-of-Service) in the notification.

##### **4.1.2.3. Long-Term Out-of-Service Notification**

In the event that the notification is for Long-Term Out-Of-Service, the Contractor shall provide a substitute for any or all of the equipment or crew designated for use under this contract within 24 hours (unless the Government elects

to waive the continuous service requirement for a longer period) and shall specify details of the substitution in writing. The specification shall include reason for the request for the substitute equipment and if repair/maintenance action is required, provide in-depth description of repairs to be made, facility and location of repair action, and estimated date equipment shall be returned to use. If carry-away cargo is present in the barge, the Contractor must make cash settlement or other means of disposition satisfactory to the Government for this cargo before the barge is permitted departure from being used in the performance of this contract.

**Table 3. Performance Objective - Continuous Service**

Measure	Standard
Cumulative Days Out-Of Service (Temporary)	Not more than 10 annually
Response For Out-Of-Service (Long Term)	No more than two Failures to Perform annually.
Provision of Substitute within 24 hours.	In no case more than an additional 24 hours late with substitute, without COR approval.

#### 4.1.2.4. Substitute Equipment

When Contractor owned equipment is Out-of-Service Long-Term, the Contractor shall substitute owned or leased equipment. The COR and/or QAR must approve, in advance, the substitution of equipment, provided the substitute equipment is equivalent to the Contractor's original (permanent) equipment (i.e., meets the specifications and requirements in Section 3, Contractor Furnished Equipment And Crew). The Government reserves the right to inspect the substitute equipment prior to placement into service. The Contractor must prepare the substitute equipment for inspection as stipulated in Section 3.4, Maintain, Position, and Operate Equipment, when so required. The substitute equipment provided by the Contractor shall be at no additional cost to the Government. The original equipment must be returned to service as soon as practical unless otherwise requested by the Contractor and approved by the COR. Barge equipment substituted for the convenience of the Contractor is not entitled to cleaning expenses as a result of the substitution. The contractor shall include in the request for substitute approval the estimated fuel burn and transit times of the substitute equipment.

#### 4.1.3. Failure to Perform

Should the Contractor be unable to perform or choose not to provide substitute equipment or crews for all days beyond the first 24-hour period the Contractor's equipment is out-of-service, the Government may take a pro rata deduction from the Contractor's monthly invoice for each hour beyond the first 24-hour period. If the Government procures substitute equipment or crews from an alternate source to meet movement requirements the Contractor is unable to meet, the Government may take an additional deduction from the Contractor's monthly invoice for the Government's excess re-procurement costs, if any. Excess re-procurement costs will be assessed only for those days that the Contractor's equipment remains out-of-service

The sample Excess Re-procurement calculation, shown below in Table 4, uses the following information:

Contract rate: \$10,000/day; \$416.66/hour

**Table 4. Sample Calculation - Excess Re-Procurement Costs**

Date and Time	Event	Formula Calculation	Cost
05 January 10:00 a.m.	Contractor equipment goes Out-Of-Service (OOS)	None. Within 24-hour period.	None.
06 January 10:00	Contractor equipment remains OOS, unable to provide substitute equipment.	Calculation begins, 24-hour window has expired.	
06 January 11:00	Decision made to procure substitute equipment for period 08 to 13 January.	\$20,000/day x 6 days (\$833.33/hour)	\$120,000 Cost
08 January 08:00	Substitute equipment begins loading.		
08 January	Contractor equipment		

Date and Time	Event	Formula Calculation	Cost
15:00	submitted for inspection prior to return to service.		
08 January 20:00	Contractor equipment returned to service.		
	Deduction from invoice.	58 hours x \$416.66/hr (10:00 on 06 January through 20:00 on 08 January)	\$24,166.28
	Re-procurement costs.	7 hours x \$416.67/hr* (*rate is calculated by subtracting the contract equipment rate from the substitute equipment rate, e.g. \$833.33-\$416.66)	\$2,916.69
<b>TOTAL PRO-RATA DEDUCTION FOR FAILURE TO PERFORM</b>			<b>\$27,082.97</b>

#### 4.2. Cargo Delivery Services

#### 4.3. Performance Objective - Loading or Discharging Cargo

Upon arrival at a loading or discharge port, the Contractor shall load or discharge any quantity of cargo, entire or partial, as specified by the COR.

##### 4.3.1. Performance Objective – Transit Times

The contractor shall provide an excel spreadsheet with their proposal that identifies tug speed (in knots), estimated fuel burn (in gallons) for round trip between the loading and discharge points shown in Table 1 of the PWS. The spreadsheet will also include estimated transit times for each route including return empty.

#### 4.4. Responsibility for Cargo

##### 4.4.1. Loss or Contamination Liability

The Contractor shall sign the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report, as its receipt for the Government property it received for transportation. The Contractor assumes full liability for, and agrees to reimburse the Government for, the actual loss or contamination to the cargo it receives for transportation, except when loss and/or damage arises out of causes beyond the control of and without the fault or negligence of the Contractor.

##### 4.4.2. Gauging

The Contractor shall be responsible for loss of Government product in its' possession during transportation and prior to discharge into Government facilities in excess of one-half (1/2) of one (1) per cent in volume when a comparison of shore tank gauges and vessel permanent gauge point marks and calibration charts after loading and before unloading establishes that a volume loss exceeding the one-half of one per cent has occurred in transit. If so, in transit loss above the one-half of one per cent will be used for claim purposes. Both the tankerman and the Government representative must perform gauging of the vessel jointly. The contractor shall ensure that responsible vessel personnel are readily available for gauging operations so as to not unduly delay release and departure of the equipment.

##### 4.4.3. Carry Away Liability

The Contractor shall be liable for all measurable product carried away due to failure of the Contractor's equipment to discharge the cargo completely, excluding product remaining in equipment lines, manifolds, and sumps (10 barrels before line drop). Liability is based on the procurement and transportation cost of the cargo carried away and is to be deducted from the Contractor's monthly invoice. However, the Contractor is not liable for carry-away cargo if the Tanker/Barge Material Inspection and Receiving Report (DD Form 250-1) and the Barge Ullage Report (DD

Form 2479) establish that the cargo carried away remains on board when the same equipment is utilized for subsequent loading. Measurable cargo carried away at the end of the contract period shall be deducted from the Contractor's final monthly invoice.

#### **4.4.4. Contamination or Degradation Liability**

If contamination or degradation of Government cargo occurs due to the Contractor's failure to properly maintain its equipment, the Contractor shall be liable to the Government for replacement costs and/or associated costs with returning the cargo to specification.

##### **4.4.4.1. Performance Objective – Cleaning To Prevent Contamination or Degradation of Cargo**

The Contractor shall ensure that all equipment is clean and free from any condition that would contaminate or degrade cargo. The Government will reimburse the Contractor for cleaning expenses only when the Contractor can demonstrate that the equipment was contaminated by one specific cargo, the cleaning is directed by the Government to change grades of cargo transported, or when directed by the Government to complete cleaning for routine maintenance. Cleaning expenses shall be paid as an out-of-pocket expense.

##### **4.4.4.2. Minimum Requirements for the Preparation of Barge Tank Cargo Tanks**

In all cases, cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue, etc. See Appendix A.

#### **4.5. Reporting and Communication**

The Contractor shall maintain contact with the COR, the various consignors, consignees, and the Government Quality Surveillance Representative to ensure prompt and efficient cargo movement, and shall provide position and status reports and communication regularly to the COR and others, as required. The COR can be contacted at the following:

Defense Energy Support Center (DESC) Telephone  
DESC-AME (Houston, TX) 713-718-3883  
*Emergency - If unable to reach the regional office, contact  
HQ DESC Command Control Center  
703-767-8420*

##### **4.5.1. Performance Objective – Daily Equipment Position and Status Reports**

The Contractor shall transmit daily facsimile or electronic mail Equipment Position and Status Reports to the COR and applicable Inventory Managers reflecting the position and status of the barge by 0900, Central Time, plus or minus one hour. Additionally, the Contractor must provide pre-arrival reports to the next port of call immediately upon departure of the present port, and at a minimum of 24, 12, and 3 hours prior to arrival.

##### **4.5.2. Performance Objective - Readiness Notice**

The Contractor shall provide a Notice of Readiness (NOR) to load/discharge to designated loading and discharging officials immediately upon the tow's arrival at the loading/discharging terminal of the port complex. In the event the tow is not allowed to immediately proceed to the loading/discharging berth, the Contractor shall communicate the NOR to the terminal by fax, email, or telephone to document its arrival. The NOR is the official method of determining when laytime for the tow begins.

##### **4.5.3. Performance Objective - Cargo Documentation**

The Contractor shall maintain a copy of all loading documents, including Barge Ullage (DD Form 2479) or acceptable commercial equivalent form, and DD Form 250-1, for Government use at each discharge port.

#### **4.6. Responsibility for Damage to Government Property**

##### **4.6.1. Performance Objective - Damage Due to Contractor Negligence**

The Contractor shall be responsible and must assume liability for damage to Government property resulting from negligence on the part of the Contractor. The Contractor must also reimburse the Government for actual expenses

incurred by the Government due to breakdown of Contractor's equipment or delay due to negligence of the Contractor, which prevents prompt acceptance or delivery of intended cargo.

#### **4.6.2. Performance Objective - Prevent Damage to Facilities**

The Contractor shall be responsible for removing equipment, including unattended barges, during weather conditions that may result in damage to Government or Contractor-owned facilities.

### **5. Out-of-Pocket Expenses**

#### **5.1. COR Approval**

All out-of-pocket expenses must be approved in advance by the COR.

#### **5.2. Tolls and Charges**

The COR will provide a reachable safe berth for the Contractor's equipment at all loading and discharging ports free of dockage, wharfage, pilotage, and fleeting tolls, and other port charges. If such charges accrue through no fault of the Contractor or its employees, the Contractor shall initially pay the charges and submit the paid bill to the Government for reimbursement in conjunction with its next regular monthly invoice. When fleeting or shift boats are required and there is more than one establishment in the area that can provide the service, the Contractor shall contact the COR twenty-hours in advance with cost information from at least two sources in the area and get the approval of the COR on the facility to be used. The Contractor shall make diligent efforts to safely avoid the need for fleeting wherever possible to limit costs to the Government.

##### **5.2.1. Assist Tugs**

The Contractor shall be responsible for the expense of assist tugs used in transporting, berthing or maneuvering the vessel to/from docks or through locks except when such assist tugs are required by local harbor regulation or other lawful authority. The Government will reimburse the Contractor for use of assist tugs only under those conditions and on the same basis as described in Section 5.2, Tolls and Charges.

##### **5.2.2. Icing Condition Expenses**

The Contractor shall be responsible for additional expenses incurred while operating during icing conditions except when such expenses are expressly agreed to in advance by the COR and Contracting Officer. Authorized additional expenses shall be billed for reimbursement as prescribed in Section 5.2, Tolls and Charges.

##### **5.2.3. Barge Cleaning Expenses**

Barge cleaning expenses claimed in accordance with Paragraph 4.4.4.1 shall be approved in advance by the COR. Authorized cleaning expenses shall be billed for reimbursement as described in Section 5.2, Tolls and Charges.

#### **5.3. Bunker Fuel Expenses**

Bunker Fuel consumed in performance under the contract shall be provided by DESC utilizing bunker sites that are located throughout the East Gulf region. A complete listing of the locations can be found on the DESC web site at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=227>. Once at the website, scroll down to Bulletin Ordering Information and select Domestic Bulletin. The Contractor shall be required to obtain their fuel only at those locations listed on the web site. At time of contract award, an account number will be established that will enable the Contractor to obtain their fuel at these East Gulf locations. The Contractor will be required to provide the account number to the bunker site facility for verification purposes. All fuel procured by the Contractor using the assigned account number will be recorded by DESC. Fuel procured by the Contractor will be compared to the estimated fuel burn rates provided with the offer to verify fuel consumption. Should a requirement exist to obtain fuel at a location other than those listed on the DESC web site, the Contractor must identify the circumstances precluding use of DESC-arranged bunker sites and obtain approval from the COR prior to the procurement of fuel at an alternate location. When feasible, multiple alternate bunkering prices will be furnished. If approved, the Contractor is required to submit to the COR a copy of the fuel receipt for reimbursement. Contractor will be notified by the COR that reimbursable bunker fuel costs have been verified and approved and Contractor will then submit a Power Track e-bill transaction for payment approval by the COR. Fuel obtained for performance under the contract is only for barge movements (loaded or empty) as provided for in the PWS (see Appendix C). Any repositioning or additional

movement of contractor's equipment to a cleaning facility occasioned by its having been contaminated through no fault of the contractor is also included. Repositioning costs for cleaning associated with contamination by others will not be allowed or reimbursed. The contractor shall provide an excel spreadsheet with their proposal that identifies tug speed (in knots), estimated fuel burn (in gallons) for round trip between the loading and discharge points shown in Table 1 of the PWS. The spreadsheet will also include estimated transit times for each route including return empty. This information will be used to document the actual fuel burn associated between the loading and discharge ports and to assist in constructing the rates that DESC uses in evaluation of FOB barge offers by its fuel suppliers.

#### **5.4 Optional On-Call Additional Tankerman Expenses**

The Optional On-Call Additional Tankerman Expenses shall be approved in advance by the COR. The Contractor will be paid the actual Optional On-Call Additional Tankerman Expenses, not to exceed the maximum/ceiling rates indicated in the Schedule of Rates section of the contract. The Contractor must furnish documentation to show his actual expenses for the additional tankerman services.

### **6. Definitions**

#### **Table 5. Definitions**

<b>Carryaway Product</b>	Cargo exceeding 10 barrels per barge remaining in cargo tanks after discharge operations and before line drop.
<b>Contracting Officer's Representative (COR)</b>	An individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
<b>Innage</b>	The portion of a cargo tank that is full of fuel.
<b>Ullage or Outage</b>	The portion of a cargo tank that is not filled with fuel.
<b>Licensed Tankerman</b>	Contractor personnel licensed by the U. S. Coast Guard to be responsible for all loading and discharging operations.
<b>Out-of-Pocket</b>	Local port fees or similar charges incurred. Such fees or expenses may include those for dockage, wharfage, pilotage, fleeting, tolls, port charges, assist tugs when required by local harbor regulation, bunker fuel expenses, or other lawful authority, or cleaning charges.

**Out-of-Service**

Any non-availability of tugs or barge equipment or crew, such as to preclude meeting a Government requirement. It may be either Temporary (normally less than 24 hours), or Long-Term (24 hour or greater) non-availability of equipment or crew.

**Quality Assurance Representative (QAR)**

A qualified barge and fuels inspector.

**ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)****Performance Requirements Summary (PRS)**

The PRS establishes the standard for satisfactory performance, explains Government quality surveillance methods used to evaluate a Contractor's performance, and describes the actions the Government will take to assure satisfactory performance. The Contracting Officer will issue a Contractor Discrepancy Report when the Contractor's performance is unsatisfactory. The Contractor shall reply in writing within twenty-four (24) hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent recurrence. The PRS is provided for the convenience of the Contractor. The Government PRS does not place any additional requirements on the Contractor. This tool is to be used for administrative purposes only and does not reflect a change in the contract requirements. To the extent any conflict may arise between the tool and the substantive provisions of this contract, the substantive provisions of this contract shall apply.

**Table 6. Performance Requirements Summary**  
(See Paragraph 1.4.1.6.3.)

Performance Objective No.	Performance Measures	Performance Standard (AQL)	Surveillance Method	Government Actions
P.O. 3.3.1 Pre-Service Inspection	Inspection Prior to Service	100% NLT 15 Days Prior	QAR Inspection	Acceptance of Equipment
P.O. 4.1.2 (Critical) Continuous Service	Cumulative Days Out-of-Service	NMT 10 annually	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly
	Response: 24-hour Provision of Substitute	NMT 2 Failure-to-Perform annually		
P.O. 4.3 Loading or Discharging Cargo	Failure to load or discharge	NMT 2 Failure-to-Perform annually	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.3.1				

Transit Times	Failure to meet transit time	NMT 4 Exceptions annually	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.4.4.1 (Critical) Cleaning to prevent Cargo Contamination	Cargo Contamination	0% Contamination	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.5.1 (Critical) Daily Position Reports	Receipt of Daily Position Reports	100%	Contractor Reports and Government data plus spot checks	By Exception; Evaluate Contractor quarterly
P.O. 4.5.2 Notice of Readiness	NOR Immediate Upon Arrival	NMT 4 Exceptions annually	Contractor Reports and Government data plus spot checks	By Exception: Evaluate Contractor quarterly
P.O. 4.5.3 Cargo Documentation	DD Form 2479 & DD Form 250-1	NMT 4 Exceptions annually	Contractor Reports and Government data or complaints	By Exception: Evaluate Contractor quarterly
P.O. 4.6.1 Damage Due to Contractor Negligence	Contractor Responsibility	0% Damage	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly
P.O. 4.6.2 Prevent Damage to Facilities	Contractor Responsibility	100% Prevention	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly

**Appendix A: Minimum Requirements for the Preparation of Barge Cargo Tanks**  
**Excerpt from MIL-STD-3004 (A)**

LAST CARRIED PRODUCT	PRODUCT TO BE LOADED					
	Leaded gasoline, aviation	Gasoline, automotive	Turbine fuel, aviation, kerosene type F-34, F-35, F-44	Diesel fuel oil - distillate	Diesel fuel oil-residual	Lube oil
Leaded Gasoline, Aviation	A	A	B	B	B	B
Gasoline, Automotive	A	A	B	B	B	B
Turbine fuel, aviation, kerosene TYPE, F-34, F-35, F-44	A	A	A	A	A	E
Diesel fuel oil - distillate	C	C	A	A	A	E
Diesel fuel oil-residual	NO LOAD	NO LOAD	NO LOAD	D	A	E
Lube Oils	NO LOAD	NO LOAD	NO LOAD	D	A	E

**TABLE LEGEND:**

Drop lines and strip tanks.

All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Tanks will be gas freed.

The same as for Paragraph B., above, except that hot water will be used instead of cold water.

The same as for Paragraph C above. In addition tanks and lines will be flushed with product to be loaded and examined to confirm meeting product specification. Process will be repeated as necessary until passing results are obtained.

Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

**Appendix B: Applicable Forms**

DOD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report)  
<http://web1.whs.osd.mil/icdhome/DDEFORMS.HTM>

DOD Form 2479 (Barge Ullage Report)  
<http://web1.whs.osd.mil/icdhome/formsrpt/ddall.HTM>

**APPENDIX C: ESTIMATED BARGE MOVEMENTS**

<b>East Gulf Estimated Barge Movements</b>							
<b>As identified in Performance Work Statement (PWS)</b>							
<b>2005 - 2006 Projected</b>							
		<b>Estimated</b>			<b>Economic</b>		
<b>Origin</b>	<b>Destination:</b>	<b>QTY (Gls)</b>	<b>QTY (BlS)</b>	<b>Prod.</b>	<b>Resupply QTY (Mbbls)</b>	<b># Barges Yearly</b>	<b># Barges Weekly</b>
Baltimore	Port Mahon	42,288,000	1,006,857	JP8	13	77	2
Paulsboro	Port Mahon	33,712,000	802,666	JP8	13	62	1
Yorktown	Anacostia	37,000,000	880,952	JP8	20	44	1
Paulsboro	Burlington	41,838,000	996,143	JP8	25	40	2
Yorktown	Burlington	75,562,000	1,799,095	JP8	30	60	1
Yorktown	Langley	30,000,000	714,286	JP8	16	45	1
Craney Island	Patuxent River	17,000,000	404,762	JP5	20	20	>1
Craney Island	St Serv. VA Beach	55,000,000	1,309,523	JP5	14	94	2
	<b>Total</b>	<b>332,400,000</b>	<b>7,914,284</b>				
<b>2006 - 2007 Projected</b>							
		<b>Estimated</b>			<b>Economic</b>		
<b>Origin</b>	<b>Destination:</b>	<b>QTY (Gls)</b>	<b>QTY (BlS)</b>	<b>Prod.</b>	<b>Resupply QTY (Mbbls)</b>	<b># Barges Yearly</b>	<b># Barges Weekly</b>
Baltimore	Port Mahon	43,133,760	1,026,994	JP8	13	79	2
Paulsboro	Port Mahon	34,386,240	818,720	JP8	13	63	1
Yorktown	Anacostia	37,740,000	898,571	JP8	20	45	1
Paulsboro	Burlington	42,674,760	1,016,657	JP8	25	41	2
Yorktown	Burlington	77,073,240	1,835,077	JP8	30	61	1
Yorktown	Langley	30,600,000	728,572	JP8	16	46	1
Craney Island	Patuxent River	17,340,000	412,857	JP5	20	21	>1
Craney Island	St Serv. VA Beach	56,100,000	1,335,714	JP5	14	95	2
	<b>Total</b>	<b>339,048,000</b>	<b>8,073,162</b>				
(2% increase yearly)							
<b>2007 - 2008 Projected</b>							
		<b>Estimated</b>			<b>Economic</b>		
<b>Origin</b>	<b>Destination:</b>	<b>QTY (Gls)</b>	<b>QTY (BlS)</b>	<b>Prod.</b>	<b>Resupply QTY (Mbbls)</b>	<b># Barges Yearly</b>	<b># Barges Weekly</b>
Baltimore	Port Mahon	43,996,435	1,047,534	JP8	13	81	2
Paulsboro	Port Mahon	35,073,965	835,094	JP8	13	64	1
Yorktown	Anacostia	38,494,800	916,543	JP8	20	46	1
Paulsboro	Burlington	43,528,255	1,036,387	JP8	25	41	2
Yorktown	Burlington	78,614,705	1,871,779	JP8	30	62	1
Yorktown	Langley	31,212,000	743,143	JP8	16	46	1
Craney Island	Patuxent River	17,686,800	421,114	JP5	20	21	>1
Craney Island	St Serv. VA Beach	57,222,000	1,362,429	JP5	14	97	2
	<b>Total</b>	<b>345,828,960</b>	<b>8,234,023</b>				
(2% increase yearly)							
<b>2008 - 2009 Projected</b>							
		<b>Estimated</b>			<b>Economic</b>		

			Estimated		Resupply	# Barges	# Barges
Origin	Destination:	QTY (Gls)	QTY (Bls)	Prod.	QTY (Mbbls)	Yearly	Weekly
Baltimore	Port Mahon	44,876,364	1,068,485	JP8	13	82	2
Paulsboro	Port Mahon	35,775,444	851,796	JP8	13	66	1
Yorktown	Anacostia	39,264,696	934,874	JP8	20	47	1
Paulsboro	Burlington	44,398,820	1,057,115	JP8	25	42	2
Yorktown	Burlington	80,186,999	1,909,214	JP8	30	64	1
Yorktown	Langley	31,836,240	758,006	JP8	16	47	1
Craney Island	Patuxent River	18,040,536	429,537	JP5	20	21	>1
Craney Island	St Serv. VA Beach	58,366,440	1,389,677	JP5	14	99	2
	<b>Total</b>	<b>352,745,539</b>	<b>8,398,704</b>				
		(2% increase yearly)					
		<b>2009 - 2010 Projected</b>			<b>Economic</b>		
		<b>Estimated</b>	<b>Estimated</b>		<b>Resupply</b>	<b># Barges</b>	<b># Barges</b>
Origin	Destination:	QTY (Gls)	QTY (Bls)	Prod.	QTY (Mbbls)	Yearly	Weekly
Baltimore	Port Mahon	45,773,891	1,089,855	JP8	13	84	2
Paulsboro	Port Mahon	36,490,953	868,832	JP8	13	67	1
Yorktown	Anacostia	40,049,990	953,571	JP8	20	48	1
Paulsboro	Burlington	45,286,796	1,078,257	JP8	25	43	2
Yorktown	Burlington	81,790,739	1,947,399	JP8	30	65	1
Yorktown	Langley	32,472,965	773,166	JP8	16	48	1
Craney Island	Patuxent River	18,401,347	438,127	JP5	20	22	>1
Craney Island	St Serv. VA Beach	59,533,769	1,417,471	JP5	14	101	2
	<b>Total</b>	<b>359,800,450</b>	<b>8,566,678</b>				
		(2% increase yearly)					

The projected numbers for each option year is subject to change because of DESC's annual fuel buys. The traffic patterns could change and may be revised at the beginning each option year.

Currently there are no projected volumes between the following points: Baltimore, MD to Anacostia, DC; Marcus Hook, PA to Burlington, NJ; Yorktown, VA to Port Mahon, DE; and Craney Island, VA to Naval Operating Base, Norfolk, VA. However, fuel patterns are subject to change each year and there is a potential need for barge volumes at these locations.

**ATTACHMENT 2: QUALITY ASSURANCE SURVEILLANCE PLAN FOR EAST-GULF BARGE CONTRACT****INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Performance Requirements Summary (PRS) in the barge contract.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise the government desires the contractor to maintain a quality standard in the operation, maintenance, and performance of transporting bulk liquid fuel and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR  
EAST-GULF BARGE CONTRACT**

Performance Objective	PWS Para	Performance Threshold
<u>Provide Continuous Service.</u> Contractor shall provide 24-hour, seven-day a week availability of equipment and crew to the government under this contract. Contract establishes the maximum acceptable total days out-of-service under both a temporary and long term basis.	4.1.2.	Total cumulative days out-of-service (Temporary) not to exceed more than 10 annually.  Response for out-of-service (Long Term) no more than two Failures annually.
<u>Cleaning - Prevent Cargo Contamination.</u> Contractor shall ensure that all equipment is continually maintained in a suitable and serviceable condition as to prevent any occurrence that would contaminate or degrade cargo.	4.4.4.1. & Appendix A	Goal is to ensure 0 % contamination of product. No more than two reported incidents of cargo contamination in a one-year period.
<u>Daily Position Reports.</u> Contractor shall transmit daily facsimile or electronic mail Equipment Position and Status Reports to the COR reflecting the position and status of the barge by 0900, Central Time, plus or minus one hour. Contractor must also provide pre-arrival reports to the next port of call immediately upon departure of the present port, and at a minimum of 24, 12, and 3 hours prior to arrival.	4.5.1.	No more than four excusable delayed reports during a one-year period.

**SURVEILLANCE:** The government Quality Surveillance Representative (QSR) will periodically inspect contractor's equipment to ensure compliance with the performance standards. Equipment that does not meet the performance standards will be removed from service until such time it is rendered serviceable by the contractor. The government QSR will accept contractor's equipment prior to placing it back into service. All equipment and/or cargo deficiencies will be reported by the QSR to both the Contracting Officer's Representative (COR) and Contracting Officer (KO).

**STANDARD:** Contractor shall meet or exceed the performance threshold standards established in this QASP. Customer complaints will be handled by the QSR or COR for resolution. The contracting officer will be notified of customer complaints and will take the appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items (October 2003) or the appropriate Inspection of Services clause, if any of the above performance objectives listed are not met.

**PROCEDURES:** If the government QSR or COR observes unacceptable services, either incomplete or not performed, for any of the above performance objectives they should immediately contact the contracting officer to record the complaint. The KO will consider the customer complaint valid upon receipt from the customer. The KO should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the KO if not corrected. The government QSR or COR shall monitor the status of the complaint until resolved by the contractor. All complaints shall be documented and maintained as part of the contract file. Recurring complaints or service failures are not permitted for any of the above performance objectives. Recurring complaints or service failures will be reported to the Contracting Officer for appropriate action.

**EXHIBIT B: WAGE DETERMINATIONS**

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor

WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210William W. Gross  
DirectorDivision of  
Wage DeterminationsWage Determination No.: 1994-0196  
Revision No.: 16  
Date Of Last Revision: 07/15/2005

Nationwide: Applicable on the East, Gulf, and West coasts, and Hawaii.

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contracts for special projects vessels, tugboats and other coastal vessels.

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
(not set) - Captain, Harbor Tug	217.32 Daily
(not set) - Deckhand, Harbor Tug	136.20 Daily
(not set) - Engineer, Harbor Tug	182.02 Daily
47010 - Boatswain	228.50 Daily
47042 - Able Seaman, Maintenance	171.80 Daily
47043 - Able Seaman, Day/Deck Utility	153.90 Daily
47044 - Ordinary Seaman	120.27 Daily
47101 - Chief Electrician	244.49 Daily
47102 - Electrician/Second Electrician	224.27 Daily
47130 - Engine Utilityman	177.64 Daily
47190 - Oiler/Diesel Oiler	177.64 Daily
47280 - Unlicensed Junior Engineer/Qualified Member of the Engine Department Daily	196.32
47310 - Wiper	142.97 Daily
47340 - Chief Steward	205.10 Daily
47341 - Chief Cook	179.62 Daily
47400 - Steward Assistant	119.34 Daily
47490 - General Vessel Assistant	142.97 Daily

Daily rate cannot be computed to an hourly rate.

The term "service employee" does not include any employee who qualifies as an executive, administrative, or professional employee as those terms are identified in Regulations, Part 541, issued under the Fair Standard Act. (See CFR, Part 541.)

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor

or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Captain, Harbor Tug**

Qualified tug master and operator in charge of the tugboat, its personnel, its operation and maintenance. The Captain is a radio operator, understands and operates radar and other navigational aids used in conjunction with tug-ship operations and tug-barge operations both harbor and ocean. This person must also be qualified in administrative ship business and overall charge of maintenance of the vessel. Must hold appropriate Coast Guard documentation/license.

**Deckhand, Harbor Tug**

**Qualified seaman capable of performing all duties related to tugboat servicing ships and barges both in the harbor and at sea. Must hold appropriate Coast Guard documentation/license.**

**Engineer, Harbor Tug**

**Qualified engineer in the operation, the maintenance, both corrective and preventative, and overall supervisor in the proper operation and maintenance of all machinery, both main and auxiliary and electrical and other mechanical gear aboard the tugboat. Also must have administrative ability to keep records and maintain the inventory of parts, tools, fuel, etc. Must hold appropriate Coast Guard**

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE <b>J</b>	PAGE OF PAGES <b>1</b>   <b>7</b>	
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2. AMENDMENT/CHANGE NO. <b>FO0002</b>	3. EFFECTIVE DATE <b>31-Aug-2005</b>	4. REQUEST FOR QUOTE/RFQ NO. <b>W81GYE-05-C-0001</b>	5. PROJECT NO. (If applicable)
6. ISSUING OFFICE CODE <b>SEDC CONTRACTS CENTER SEDC-0001 5000 BOYD ST ALEXANDRIA VA 22304-5001</b>	7. REQUESTING OFFICE (Other than Item 6) CODE <b>See Item 6</b>		

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>JUNAMERICA INC JASON BELCHER DIR. INT TRANSPORTATION 2800 PINE HILLS MURKENSIA VA 22071-0000</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. ISSUED CONTRACT ORDER NO. <b>W81GYE-05-C-0001</b>
	X 10B. DATED (SEE ITEM 15) <b>17-Aug-2005</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above mentioned solicitation is amended as set forth in Item 14. The hour and date specified in the solicitation were amended by one of the following methods:  
 in extended,  in not extended.

By completing Item 14 and 15, understanding copies of the amendment;  By acknowledging receipt of this amendment as such copy of this offer submitted; or  By separate letter or telegram which includes reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE BLACK BOARD FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If you do not acknowledge you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter contains 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)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACT ORDERS. IT REFLECTS THE CONTRACT ORDER NO. AS CHECKED 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 MENTIONED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.109(b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return  1  copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Copied by UCF section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this modification is as follows:  
 A. Replace the Appendix C-Estimated Cargo Movement from pages 48-49 of the contract with attached Appendix C (the attached Appendix C is the same Appendix C shown on Amendment 0007 to W81GYE05-R-0010).  
 B. Activate the Optional On-Call Tow services at SUBELNS 0001AC & 0001AD (1st and 2nd Optional On-Call Tows) for 4 months from 1 Sep 05 thru 31 Dec 05.  
 2. As a result of these changes the total contract price is increased by \$1,375,770.00 from \$3,889,050.00 to \$5,264,820.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as last time changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF ISSUING OFFICE (Type or print) <b>Jessie J. Koster, V.P.</b>	15C. DATE SIGNED <b>8/31/05</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Raymond A. Jones, Jr.</b>	16C. DATE SIGNED <b>1 Sep 05</b>
15B. CONTRACTING OFFICER <b>JAR Rest</b>		16B. UNITED STATES OF AMERICA BY <b>Raymond A. Jones, Jr.</b>	



8/31/2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,375,770.00 from \$3,889,050.00 (EST) to \$5,264,820.00 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AC

The option status has changed from Option to Option Exercised.

SUBCLIN 0001AD

The option status has changed from Option to Option Exercised.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,375,770.00 from \$3,889,050.00 to \$5,264,820.00.

SUBCLIN 0001AC:

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$0.00 to \$687,885.00

The contract ACRN AA has been added.

SUBCLIN 0001AD:

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$0.00 to \$687,885.00

The contract ACRN AA has been added.

The following have been modified:

PWS:

APPENDIX C: ESTIMATED BARGE MOVEMENTS

	East Gulf Estimated Barge Movements as identified in Performance Work Statement (PWS).		
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8/31/2005

<b>Barge requirements are based on utilizing 50,000 bbl tows.</b>					
<b>Optional on-call tows may be requested as needed to meet any projected shortfalls in requirements.</b>					
<b>2005 - 2006 Projected</b>					
<b>Origin:</b>	<b>Destination:</b>	<b>Estimated QTY (Gls)</b>	<b>Estimated QTY (Bbls)</b>	<b>Product</b>	<b># Barges Yearly</b>
Shell, Saraland, AL	Belle Chasse, LA	5,283,806	125,805	JP8	
	Gulf Port, MS	439,870	10,473		
	Pensacola, FL	17,470,373	415,961		
	Eglin, FL	19,225,771	457,756		
	Hurlburt, FL	4,058,699	96,636		
	Tyndall, FL	25,240,452	600,963		
	<b>Total</b>	<b>71,718,971</b>	<b>1,707,595</b>		<b>34</b>
ExxonMobil, LA	Belle Chasse, LA	6,928,908	164,974	JP8	
	Gulf Port, MS	1,773,528	42,227		
	Pensacola, FL	4,393,834	104,615		
	Eglin, FL	11,696,299	278,483		
	Hurlburt, FL	3,706,652	88,254		
	Tyndall, FL	11,922,974	283,880		
	<b>Total</b>	<b>40,422,195</b>	<b>962,433</b>		<b>19</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	85,415,075	2,033,692	F76	41
Texas City, TX	Houston, TX	40,363,744	961,042	JP8	19
	<b>Total</b>	<b>125,778,819</b>	<b>2,994,734</b>		<b>60</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,195,583	99,895	JP8	2
	<b>Total</b>	<b>4,195,583</b>	<b>99,895</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					

<b>2006 - 2007 Projected</b>					
<b>Origin:</b>	<b>Destination:</b>	<b>Estimated QTY (Gls)</b>	<b>Estimated QTY (Bbls)</b>	<b>Product</b>	<b># Barges Yearly</b>
Shell, Saraland, AL	Belle Chasse, LA	5,389,482	128,321	JP8	
	Gulf Port, MS	448,667	10,683		
	Pensacola, FL	17,819,780	424,280		
	Eglin, FL	19,610,286	466,912		
	Hurlburt, FL	4,139,873	98,568		
	Tyndall, FL	25,745,261	612,982		
	<b>Total</b>	<b>73,153,350</b>	<b>1,741,746</b>		<b>35</b>
ExxonMobil, LA	Belle Chasse, LA	7,067,486	168,273	JP8	
	Gulf Port, MS	1,808,999	43,071		
	Pensacola, FL	4,481,711	106,707		

8/31/2005

	Eglin, FL	11,930,225	284,053		
	Hurlburt, FL	3,780,785	90,019		
	Tyndall, FL	12,161,433	289,558		
	<b>Total</b>	<b>41,230,639</b>	<b>981,682</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	87,123,377	2,074,366	F76	41
Texas City, TX	Houston, TX	41,171,019	980,262	JP8	20
	<b>Total</b>	<b>128,294,395</b>	<b>3,054,628</b>		<b>61</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,279,495	101,893	JP8	2
	<b>Total</b>	<b>4,279,495</b>	<b>101,893</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
(2% increase yearly)					

		2007 - 2008 Projected			
Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Saraland, AL	Belle Chasse, LA	5,497,272	130,887	JP8	
	Gulf Port, MS	457,641	10,896		
	Pensacola, FL	18,176,176	432,766		
	Eglin, FL	20,002,492	476,250		
	Hurlburt, FL	4,222,670	100,540		
	Tyndall, FL	26,260,166	625,242		
	<b>Total</b>	<b>74,616,417</b>	<b>1,776,581</b>		<b>35</b>
ExxonMobil, LA	Belle Chasse, LA	7,208,836	171,639	JP8	
	Gulf Port, MS	1,845,179	43,933		
	Pensacola, FL	4,571,345	108,842		
	Eglin, FL	12,168,829	289,734		
	Hurlburt, FL	3,856,401	91,819		
	Tyndall, FL	12,404,662	295,349		
	<b>Total</b>	<b>42,055,252</b>	<b>1,001,316</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	88,865,844	2,115,853	F76	42
Texas City, TX	Houston, TX	41,994,439	999,868	JP8	20
	<b>Total</b>	<b>130,860,283</b>	<b>3,115,721</b>		<b>62</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,365,085	103,931	JP8	2
	<b>Total</b>	<b>4,365,085</b>	<b>103,931</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					

8/31/2005

(2% increase yearly)

		2008 - 2009 Projected			
Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Saraland, AL	Belle Chasse, LA	5,607,217	133,505	JP8	
	Gulf Port, MS	466,794	11,114		
	Pensacola, FL	18,539,700	441,421		
	Eglin, FL	20,402,542	485,775		
	Hurlburt, FL	4,307,124	102,551		
	Tyndall, FL	26,785,370	637,747		
	<b>Total</b>	<b>76,108,746</b>	<b>1,812,113</b>		<b>36</b>
ExxonMobil, LA	Belle Chasse, LA	7,353,013	175,072	JP8	
	Gulf Port, MS	1,882,082	44,811		
	Pensacola, FL	4,662,772	111,018		
	Eglin, FL	12,412,206	295,529		
	Hurlburt, FL	3,933,529	93,655		
	Tyndall, FL	12,652,755	301,256		
	<b>Total</b>	<b>42,896,357</b>	<b>1,021,342</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	90,643,161	2,158,170	F76	43
Texas City, TX	Houston, TX	42,834,328	1,019,865	JP8	20
	<b>Total</b>	<b>133,477,489</b>	<b>3,178,035</b>		<b>63</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,452,386	106,009	JP8	2
	<b>Total</b>	<b>4,452,386</b>	<b>106,009</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
		(2% increase yearly)			

		2009 - 2010 Projected			
Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Saraland, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	<b>Total</b>	<b>77,630,921</b>	<b>1,848,355</b>		<b>37</b>
ExxonMobil, LA	Belle Chasse, LA	7,500,073	178,573	JP8	
	Gulf Port, MS	1,919,724	45,708		
	Pensacola, FL	4,756,027	113,239		
	Eglin, FL	12,660,450	301,439		
	Hurlburt, FL	4,012,199	95,529		

8/31/2005

	Tyndall, FL	12,905,811	307,281		
	<b>Total</b>	<b>43,754,284</b>	<b>1,041,769</b>		<b>21</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	92,456,024	2,201,334	F76	44
Texas City, TX	Houston, TX	43,691,015	1,040,262	JP8	21
	<b>Total</b>	<b>136,147,039</b>	<b>3,241,596</b>		<b>65</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,541,434	108,129	JP8	2
	<b>Total</b>	<b>4,541,434</b>	<b>108,129</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
		(2% increase yearly)			

The projected numbers for each option year is subject to change because of DESC's annual fuel buys. The traffic patterns could change and may be revised at the beginning each option year.

(End of Summary of Changes)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<b>2. AMENDMENT/MODIFICATION NO.</b> P00003	<b>3. EFFECTIVE DATE</b> 06-Dec-2005	<b>4. REQUISITION/PURCHASE REQ NO.</b> W911LJ-0048-2001	<b>1. CONTRACT ID CODE</b> J	<b>PAGE OF PAGES</b> 1   3
<b>6. ISSUED BY</b> SDDC CONTRACTING CENTER SDAO-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12549 ALEXANDRIA VA 22304-8000		<b>7. ADMINISTERED BY (If other than item 6)</b> See item 6	<b>5. PROJECT NO. (if applicable)</b>	

<b>8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)</b> JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDEVILLE LA 70471-0000	<b>9A. AMENDMENT OF SOLICITATION NO.</b>
	<b>9B. DATED (SEE ITEM 11)</b>
	<input checked="" type="checkbox"/> <b>10A. MOD. OF CONTRACT/ORDER NO.</b> WB1GYE-05-C-0031
	<input checked="" type="checkbox"/> <b>10B. DATED (SEE ITEM 13)</b> 17-Aug-2005

**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 Offer  is extended,  is not extended.

Offer 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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided such 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)**  
See Schedule

**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 data, 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:**

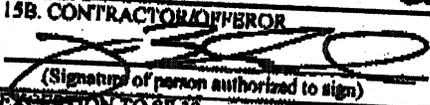
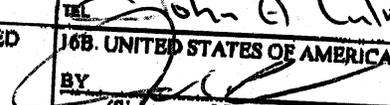
**D. OTHER (Specify type of modification and authority)**  
FAR 52.212-4 (c) Changes

**E. IMPORTANT: Contractor**  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

1. The purpose of this modification is to:  
 A. Increase the quantity of all line items ACs & ADs (1st & 2nd Opt On-Call 50,000 barrels tow), from 4 months to 12 months, for the base year and option years; and  
 B. Extend CLINS 0001AC & 0001AD (1st & 2nd Opt On-Call 50,000 barrels tow services) for 4 additional months, from 1 Jan 2006 thru 30 Apr 2006. As a result of this change, the total funded amount for this contract was increased by \$1,376,770.00 from \$5,264,820.00 to \$6,641,590.00.  
 2. The optional on-call tow services will continue to be ordered in accordance with paragraph 3.1.1.1 of the PWS and all other terms and conditions remain unchanged.

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.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b> Jason Belcher CO	<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> John A Culmo
<b>15B. CONTRACTOR OFFICER</b>  (Signature of person authorized to sign)	<b>16B. UNITED STATES OF AMERICA</b> BY  (Signature of Contracting Officer)
<b>15C. DATE SIGNED</b> 12/5/05	<b>16C. DATE SIGNED</b> 12-6-05

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION SF 1449 - CONTINUATION SHEET**

**SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$2,751,540.00 from \$5,264,820.00 (EST) to \$8,016,360.00 (EST).

**SUPPLIES OR SERVICES AND PRICES**

**SUBCLIN 0001AC**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,375,770.00 from \$687,885.00 to \$2,063,655.00.

**SUBCLIN 0001AD**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,375,770.00 from \$687,885.00 to \$2,063,655.00.

**SUBCLIN 1001AC**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,399,970.00 from \$699,985.00 to \$2,099,955.00.

**SUBCLIN 1001AD**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,399,970.00 from \$699,985.00 to \$2,099,955.00.

**SUBCLIN 2001AC**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,424,170.00 from \$712,085.00 to \$2,136,255.00.

**SUBCLIN 2001AD**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,424,170.00 from \$712,085.00 to \$2,136,255.00.

**SUBCLIN 3001AC**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,448,370.00 from \$724,185.00 to \$2,172,555.00.

**SURCLIN 3001AD**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,448,370.00 from \$724,185.00 to \$2,172,555.00.

**SUBCLIN 4001AC**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,472,570.00 from \$736,285.00 to \$2,208,855.00.

**SUBCLIN 4001AD**

The pricing detail quantity has increased by 8.00 from 4.00 to 12.00.

The total cost of this line item has increased by \$1,472,570.00 from \$736,285.00 to \$2,208,855.00.

**ACCOUNTING AND APPROPRIATION**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$1,375,770.00 from \$5,264,820.00 to \$6,640,590.00.

**SUBCLIN 0001AC:**

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$687,885.00 to \$1,375,770.00

**SUBCLIN 0001AD:**

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$687,885.00 to \$1,375,770.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. PO0004		3. EFFECTIVE DATE 24-Jan-2006	4. REQUISITION/PURCHASE REQ. NO. W911LJ-5048-2001		5. PROJECT NO.(If applicable)
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12S45 ALEXANDRIA VA 22332-5000		CODE W81GYEB8	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2380 FIFTH STREET MANDENVILLE LA 70471-0000			9A. AMENDMENT OF SOLICITATION NO.		
CODE 1FXH6			9B. DATED (SEE ITEM 11)		
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031		
			X 10B. DATED (SEE ITEM 13) 17-Aug-2005		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
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.					
X 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.) 1. The purpose of this modification is to add funding to CLIN 0001AE-Out-of-Pocket Expenses in the amount of \$500,000.00 as indicated in the summary of changes. 2. All other terms and conditions remain unchanged.					
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) RAY JONES / CONTRACTING OFFICER TEL: 703-428-2034 EMAIL: jonesray@sddc.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 24-Jan-2006

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$500,000.00 from \$8,016,360.00 (EST) to \$8,516,360.00 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AE

The unit price amount has increased by \$500,000.00 from \$396,000.00 to \$896,000.00.

The total cost of this line item has increased by \$500,000.00 from \$396,000.00 (EST) to \$896,000.00 (EST).

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$500,000.00 from \$6,640,590.00 to \$7,140,590.00.

SUBCLIN 0001AE:

AA: 97X4930 5CFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$500,000.00 from \$396,000.00 to \$896,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. FO0005		3. EFFECTIVE DATE 24-Mar-2006	4. REQUISITION/PURCHASE REQ. NO. W911LJ-5048-2001		5. PROJECT NO.(If applicable) 1   2
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12845 ALEXANDRIA VA 22332-5000		CODE W81GYEB8	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2380 FIFTH STREET MANDEVILLE LA 70471-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031		
			X 10B. DATED (SEE ITEM 13) 17-Aug-2005		
CODE 1FXH6		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
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.					
X 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.)  1. The purpose of this modification is to add funding to CLIN 0001AE Out-of-Pocket Expenses for bunker fuel expenses, in the amount of \$1,000,000.00 as indicated in the summary of changes. 2. All other terms and conditions remain unchanged.					
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) RAY JONES / CONTRACTING OFFICER TEL: 703-428-2034 EMAIL: jonesray@sddc.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 24-Mar-2006

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,000,000.00 from \$8,516,360.00 (EST) to \$9,516,360.00 (EST).

## SUPPLIES OR SERVICES AND PRICES

## SUBCLIN 0001AE

The unit price amount has increased by \$1,000,000.00 from \$896,000.00 to \$1,896,000.00.

The total cost of this line item has increased by \$1,000,000.00 from \$896,000.00 (EST) to \$1,896,000.00 (EST).

## ACCOUNTING AND APPROPRIATION

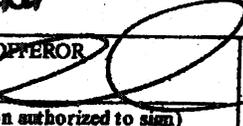
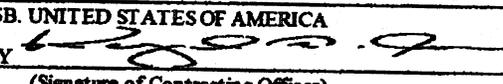
## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$7,140,590.00 to \$8,140,590.00.

## SUBCLIN 0001AE:

AA: 97X4930 5CFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$1,000,000.00 from \$896,000.00 to \$1,896,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. FO0006		3. EFFECTIVE DATE 25-Apr-2006	4. REQUISITION/PURCHASE REQ. NO. WB11J-0049-2001		5. PROJECT NO. (If applicable)
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 1294B ALEXANDRIA VA 22302-6000		CODE WB1GYEB8	7. ADMINISTERED BY (If other than item 6)  See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2800 FIFTH STREET MANDEVILLE LA 70471-0000			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
CODE 1FX-6			FACILITY CODE		
			X 10A. MOD. OF CONTRACT/ORDER NO. WB1GYE-05-C-0031		
			X 10B. DATED (SEE ITEM 13) 17-Aug-2005		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.214-4(c)					
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.) Modification Control Number: pagen06115 1. The purpose of this modification is to extend CLINS 0001AC & 0001AD (1st & 2nd Opt On-Call 50,000 barrels tow services) for 4 additional months, from 1 May 2006 thru 31 August 2006. As a result of this change, the total funded amount for this contract was increased by \$1,375,770.00 from \$8,516,360.00 to \$9,516,360.00. 2. All other terms and conditions remain unchanged.					
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) Jason Belcher			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RAY JONES / CONTRACTING OFFICER TEL: 703-428-2034 EMAIL: jonesray@sddc.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 4/26/06	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 25-Apr-2006

EXCEPTION TO SF 30

30-105-04

STANDARD FORM 30 (Rev. 10-83)

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION SF 1449 - CONTINUATION SHEET**

**ACCOUNTING AND APPROPRIATION**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$1,375,770.00 from \$8,140,590.00 to \$9,516,360.00.

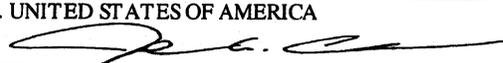
**SUBCLIN 0001AC:**

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$1,375,770.00 to \$2,063,655.00

**SUBCLIN 0001AD:**

AA: 97X4930 SCFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$687,885.00 from \$1,375,770.00 to \$2,063,655.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES		
				J	1	2	
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 21-Jul-2006	4. REQUISITION/PURCHASE REQ. NO. W911LJ-5048-2001		5. PROJECT NO.(If applicable)			
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST. RM 12845 ALEXANDRIA VA 22332-5000	CODE W81GYEB8	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDEVILLE LA 70471-0000				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X	10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031		
				X	10B. DATED (SEE ITEM 13) 17-Aug-2005		
CODE 1FXH6	FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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.							
X	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.) Modification Control Number: pagan06606 1. The purpose of this modification is to add funding to CLIN 0001AE Out-of-Pocket Expenses in the amount of \$1,000,000.00 as indicated in the summary of changes. 2. As a result of this modification, the total cost/funded amount for this document was increased by \$1,000,000.00 from \$9,516,360.00 to \$10,516,360.00. 3. All other terms and conditions remain unchanged.							
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) JOHN CULMER / CONTRACTING OFFICER TEL: 703-428-2016 EMAIL: culmerj@sddc.army.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 21-Jul-2006		

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE****SUMMARY OF CHANGES****SECTION SF 1449 - CONTINUATION SHEET****SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$1,000,000.00 from \$9,516,360.00 (EST) to \$10,516,360.00 (EST).

**SUPPLIES OR SERVICES AND PRICES****SUBCLIN 0001AE**

The unit price amount has increased by \$1,000,000.00 from \$1,896,000.00 to \$2,896,000.00.

The total cost of this line item has increased by \$1,000,000.00 from \$1,896,000.00 (EST) to \$2,896,000.00 (EST).

**ACCOUNTING AND APPROPRIATION****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$1,000,000.00 from \$9,516,360.00 to \$10,516,360.00.

**SUBCLIN 0001AE:**

AA: 97X4930 5CFO 01 22.1 RB-05-0117 TRANSPORTATION S33150 was increased by \$1,000,000.00 from \$1,896,000.00 to \$2,896,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 22-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. WB11J-5048-2001		1   3	
6. ISSUED BY (CODE) SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12845 ALEXANDRIA VA 22304-8000		WB1GYEB8	7. ADMINISTERED BY (If other than item 6) CODE <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDÉVILLE LA 70471-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. WB1GYE-06-C-0031	
				X	10B. DATED (SEE ITEM 13) 17-Aug-2006	
CODE 1FXHB		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer 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 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>See Schedule</b>						
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:						
X D. OTHER (Specify type of modification and authority) 52.217-9 Option to Extend the Term of the Contract (Mar 2000)						
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.) Modification Control Number: pegani06733 1. The purpose of this modification is to extend the term of the contract from 1 September 2006 through 31 August 2007 in accordance with contract clause FAR 52.217-9. 2. The optional on-call services at SUBCLINS 1001AC and 1001AD are also hereby activated for 4 months, from 1 September 2006 through 31 December 2006. 3. For administrative purposes only (to be able to show correct obligation/funding amount and total costs in SPS), the Qty at SUBCLINS 1001AC & AD have been reduced in SPS from 12 to 4 months. However, the total Qty for these optional services remain 12 months, and will continue to be funded/increased as needed per contract terms. 4. As a result of the above changes, the total contract cost is increased by \$4,966,020.08 from \$10,516,360.00 to \$15,482,380.08. 5. All other terms and conditions remain unchanged.						
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) <i>Ron Hull II</i> <i>JAR ASSETS INC.</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN CULMER / CONTRACTING OFFICER TEL: 703-428-2018 EMAIL: john.culmer@us.army.mil			
15B. CONTRACT OFFICER <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED August 22, 2006	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		16C. DATE SIGNED 21-Aug-2006	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION SF 1449 - CONTINUATION SHEET**

**SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$4,966,020.08 from \$10,516,360.00 (EST) to \$15,482,380.08 (EST).

**SUPPLIES OR SERVICES AND PRICES**

**SUBCLIN 1001AA**

The option status has changed from Option to Option Exercised.

**SUBCLIN 1001AB**

The option status has changed from Option to Option Exercised.

**SUBCLIN 1001AC**

The pricing detail quantity has decreased by 8.00 from 12.00 to 4.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$1,399,970.00 from \$2,099,955.00 to \$699,985.00.

**SUBCLIN 1001AD**

The pricing detail quantity has decreased by 8.00 from 12.00 to 4.00.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by \$1,399,970.00 from \$2,099,955.00 to \$699,985.00.

**SUBCLIN 1001AE**

The option status has changed from Option to Option Exercised.

**ACCOUNTING AND APPROPRIATION**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by \$4,966,020.08 from \$10,516,360.00 to \$15,482,380.08.

**SUBCLIN 1001AA:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$1,783,025.04 from

\$0.00 to \$1,783,025.04

The contract ACRN AB has been added.

**SUBCLIN 1001AB:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$1,783,025.04 from \$0.00 to \$1,783,025.04

The contract ACRN AB has been added.

**SUBCLIN 1001AC:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$699,985.00 from \$0.00 to \$699,985.00

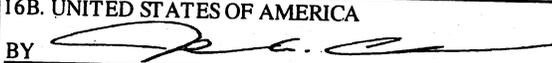
The contract ACRN AB has been added.

**SUBCLIN 1001AD:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$699,985.00 from \$0.00 to \$699,985.00

The contract ACRN AB has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 30-Nov-2006	4. REQUISITION/PURCHASE REQ. NO. W911LJ-5048-2001		J	1   2
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12545 ALEXANDRIA VA 22332-5000		CODE W81GYE	7. ADMINISTERED BY (If other than item 6) SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12545 ALEXANDRIA VA 22332-5000		CODE	W81GYEB8
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDERVILLE LA 70471-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031		
CODE 1FXH6				FACILITY CODE		
				X 10B. DATED (SEE ITEM 13) 17-Aug-2005		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer 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 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.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/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.						
X 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.) Modification Control Number: pagan107274 The purpose of this modification is to add funding in the amount of \$2,000,000.00 for Out-of-Pocket Expenses (CLIN 1001AE) as indicated in the summary of changes.						
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) JOHN CULMER / CONTRACTING OFFICER TEL: 703-428-2016 EMAIL: john.culmer@us.army.mil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 05-Dec-2006	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,000,000.00 from \$15,482,380.08 (EST) to \$17,482,380.08 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1001AE

The unit price amount has increased by \$2,000,000.00 from \$0.00 to \$2,000,000.00.

The total cost of this line item has increased by \$2,000,000.00 from \$0.00 (EST) to \$2,000,000.00 (EST).

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,000,000.00 from \$15,482,380.08 to \$17,482,380.08.

SUBCLIN 1001AE:

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$2,000,000.00 from \$0.00 to \$2,000,000.00

The contract ACRN AB has been added.

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE <b>15-Dec-2006</b>	4. REQUISITION/PURCHASE REQ. NO. <b>WB11LJ-8048-2001</b>	1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   2</b>
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12845 ALEXANDRIA VA 22302-5000		CODE <b>WB1GYE</b>	7. ADMINISTERED BY (If other than item 6) SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12845 ALEXANDRIA VA 22302-5000		8. PROJECT NO. (If applicable)
			CODE <b>WB1GYE88</b>		

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2380 FIFTH STREET MANDERVILLE LA 70471-0000		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
CODE: <b>1FXHB</b>		X 10A. MOD. OF CONTRACT/ORDER NO. <b>WB1GYE-05-C-0031</b>	
FACILITY CODE		X 10B. DATED (SEE ITEM 13) <b>17-Aug-2005</b>	

**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 Offer  is extended,  is not extended.

Offer 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 13, 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 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.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**  
**See Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IF 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:
X D. OTHER (Specify type of modification and authority) <b>52.212-4 (c) Changes</b>

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 Modification Control Number: **page07317**  
 The purpose of this modification is to extend the 1st and 2nd Optional On-Call tow services under contract line items 1001AC & 1001AD from 1 Jan 07 to 31 Mar 07 (3 additional months) as indicated in the summary of changes.

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) <b>Ron Hulek JAR ASSETS</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>John A. Culmer</b>	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
15C. DATE SIGNED <b>12-15-06</b>		16C. DATE SIGNED <b>12-18-06</b>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$1,049,977.50 from \$17,482,380.08 (EST) to \$18,532,357.58 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1001AC

The pricing detail quantity has increased by 3.00 from 4.00 to 7.00.

The total cost of this line item has increased by \$524,988.75 from \$699,985.00 to \$1,224,973.75.

SUBCLIN 1001AD

The pricing detail quantity has increased by 3.00 from 4.00 to 7.00.

The total cost of this line item has increased by \$524,988.75 from \$699,985.00 to \$1,224,973.75.

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,049,977.50 from \$17,482,380.08 to \$18,532,357.58.

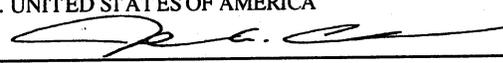
SUBCLIN 1001AC:

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$524,988.75 from \$699,985.00 to \$1,224,973.75

SUBCLIN 1001AD:

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$524,988.75 from \$699,985.00 to \$1,224,973.75

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 01-Apr-2007	4. REQUISITION/PURCHASE REQ. NO. W911LJ-5048-2001		5. PROJECT NO.(If applicable)
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12S45 ALEXANDRIA VA 22332-5000	CODE W81GYE	7. ADMINISTERED BY (If other than item 6) SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOVALL ST, RM 12S45 ALEXANDRIA VA 22332-5000		CODE W81GYEB8
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELCHER DBA JAR TRANSPORTATION 2360 FIFTH STREET MANDEVILLE LA 70471-0000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031
			X	10B. DATED (SEE ITEM 13) 17-Aug-2005
CODE 1FXH6	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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 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:				
X D. OTHER (Specify type of modification and authority) Unilateral Mod. per FAR 52.212-4 (c) Changes				
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.) Modification Control Number: pagani07645 See page 2.				
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) JOHN CULMER / CONTRACTING OFFICER TEL: 703-428-2016 EMAIL: john.culmer@us.army.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 21-Mar-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**The following items are applicable to this modification:**  
CONTINUATION PAGE

**CONTRACT TRANSFER:**

Full Procurement and Administrative authority for subject contract is hereby transferred to:

US TRANSPORTATION COMMAND  
ACQUISITION/TCAQ  
508 SCOTT DRIVE - BLD 1961  
SCOTT AFB, IL 62225-5357

Contracting Officer  
Ms. Mary Ellen Green  
Phone: (618) 229-2500  
Email: mary.green@ustranscom.mil

Contract Specialist  
Mr. John Sheahan  
DSN (618) 229-1180  
Email: john.sheahan@ustranscom.mil

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
		23-Mar-2007	WB11J-0046-2001			
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOWALL ST. RM 12846 ALEXANDRIA VA 22302-5000		WB1GYE	SDDC CONTRACTING CENTER SDAQ-D DOMESTIC TRANSPORTATION SVCS DIV 200 STOWALL ST. RM 12846 ALEXANDRIA VA 22302-5000		WB1GYEBS	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS INC JASON BELOCHER DBA JAR TRANSPORTATION 2560 FIFTH STREET MANDERVILLE LA 70471-0000				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. WB1GYE-05-C-0031	
				X	10B. DATED (SEE ITEM 13) 17-Aug-2005	
CODE 1FXH8				FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Changes						
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.) Modification Control Number: pagan07637 The purpose of this modification is to extend the services at SUBCLNS 1001AC & 1001AD from 1 April 07 to 30 April 07 as indicated in the summary of changes.						
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)		
Rev. Hull Sr. Dir.				John A. Culver TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
[Signature]		3-27-07		BY [Signature]		3-27-06
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$349,992.50 from \$18,532,357.58 (EST) to \$18,882,350.08 (EST).

**SUPPLIES OR SERVICES AND PRICES**

**SUBCLIN 1001AC**

The pricing detail quantity has increased by 1.00 from 7.00 to 8.00.  
The total cost of this line item has increased by \$174,996.25 from \$1,224,973.75 to \$1,399,970.00.

**SUBCLIN 1001AD**

The pricing detail quantity has increased by 1.00 from 7.00 to 8.00.  
The total cost of this line item has increased by \$174,996.25 from \$1,224,973.75 to \$1,399,970.00.

**ACCOUNTING AND APPROPRIATION**

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$349,992.50 from \$18,532,357.58 to \$18,882,350.08.

**SUBCLIN 1001AC:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$174,996.25 from \$1,224,973.75 to \$1,399,970.00

**SUBCLIN 1001AD:**

AB: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150 was increased by \$174,996.25 from \$1,224,973.75 to \$1,399,970.00

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   28</b>
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE <b>18-Apr-2007</b>	4. REQUISITION/PURCHASE REQ. NO. <b>WB11LJ042201</b>	5. PROJECT NO. (if applicable)
6. ISSUED BY <b>USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB L 82225-5357</b>	CODE <b>HTC711</b>	7. ADMINISTERED BY (if other than item 6) <b>See item 6</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>JAR ASSETS, INC JASON BELCHER 2800 6TH ST MANDERVILLE LA 70471-1623</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>WB1GYE-05-C-0031</b>
	X 10B. DATED (SEE ITEM 13) <b>17-May-2005</b>

CODE **1FXH8** 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 offer  is extended,  is not extended.

Offer 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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
**FAR 52.212-4**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **10stroc07113**  
 The purpose of this modification is to add a new loading point to Performance Work Statement (PWS) Para. 1.1.1., Historical Location Information, Table 1, as follows:  
  
**F76 Loading Ports  
 Pasadena Firing System, Pasadena, TX.  
 Beginning loading date at this location is 1 May 2007.**

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) <b>Debra Hull II</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Marie T Pendergast</b>
15B. CONTRACTOR/OFFICER <b>[Signature]</b> (Signature of person authorized to sign)	15C. DATE SIGNED <b>4-18-07</b>
16B. UNITED STATES OF AMERICA BY <b>[Signature]</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>4-19-07</b>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

PWS  
EXHIBIT A: PWS

**EXHIBIT A:  
PERFORMANCE WORK STATEMENT**

**Dedicated Barge Transportation Services –  
East Gulf**

**TABLE OF CONTENTS**

<b>1.</b>	<b>General</b>
<b>1.1.</b>	<b>Scope</b>
<b>1.1.1.</b>	<b>Historical Location Information</b>
	<b>Table 1. Fuel Loading / Discharge Ports</b>
<b>1.1.2.</b>	<b>Government Reserved Rights</b>
<b>1.1.3.</b>	<b>Hours of Operation</b>
<b>1.1.4.</b>	<b>Period of Performance</b>
<b>1.2.</b>	<b>Safety and Security</b>
<b>1.2.1.</b>	<b>OSHA Compliance</b>
<b>1.2.2.</b>	<b>Additional Regulations Compliance</b>
	<b>Table 2. Mandatory Regulations</b>
<b>1.2.3.</b>	<b>Death or Injury to Personnel</b>
<b>1.3.</b>	<b>Damage and Loss Reports</b>
<b>1.4.</b>	<b>Quality and Performance</b>
<b>1.4.1.</b>	<b>Contractor Quality Control, Reporting and Records</b>
<b>1.4.1.1.</b>	<b>Quality Control</b>
<b>1.4.1.2.</b>	<b>Final QCP</b>
<b>1.4.1.3.</b>	<b>Monthly Quality Control Inspection Reports</b>
<b>1.4.1.4.</b>	<b>Problem/Failure</b>
<b>1.4.1.5.</b>	<b>Use of Quality Control Performance Information</b>
<b>1.4.1.6.</b>	<b>Performance Requirements</b>
<b>1.4.1.6.1.</b>	<b>Performance Objective</b>
<b>1.4.1.6.2.</b>	<b>Performance Measures</b>
<b>1.4.1.6.3.</b>	<b>Performance Standards</b>
<b>1.4.2.</b>	<b>Government Quality Assurance</b>
<b>1.4.2.1.</b>	<b>Critical Performance Requirements</b>
<b>1.4.2.2.</b>	<b>Performance Measurement Approaches</b>
<b>1.4.2.3.</b>	<b>Visits</b>
<b>1.5.</b>	<b>Insurance Requirements</b>

- 1.5.1. Cargo Insurance
- 1.5.2. Liability, Pollution and Environmental Insurance
- 1.5.3. Policy Notification
- 1.5.4. Written Notice
- 2. Government Responsibilities

- 2.1. COR Functions
  - 2.1.1. Cargo Routing
  - 2.1.2. Order Services
  - 2.1.3. Contact Information
  - 2.1.4. Acknowledge Receipt
  - 2.1.5. Measure, Verify, and Document Cargo
  - 2.1.6. Notify Receiving Activities
  - 2.1.7. Authorize Access
  - 2.1.8. Supply Required Forms
  - 2.1.9. Provide A Safe Berth
  - 2.1.10. Inspect and Accept Equipment

3. Contractor Furnished Equipment and Crew

- 3.1. Barge and Tug Requirements
  - 3.1.1. Barge
    - 3.1.1.1. On-Call Tow
  - 3.1.2. Barge Equipment
    - 3.1.2.1. Cargo Pumping System
    - 3.1.2.2. Cargo Tank Stripping System
    - 3.1.2.3. Water Stripping System
    - 3.1.2.4. Gauge Point Marks and Calibration
      - 3.1.2.4.1. Calibration Charts
    - 3.1.2.5. Stainless Steel Tanks
    - 3.1.2.6. Steel Valves
    - 3.1.2.7. Split Rails
    - 3.1.2.8. Sectional Fuel Delivery Hose
  - 3.1.3. Tug
- 3.2. Contractor Owned or Leased Equipment
- 3.3. Barge Inspection and Acceptance
  - 3.3.1. Performance Objective - Pre-Service Inspection
- 3.4. Maintain, Position, and Operate Equipment
- 3.5. Provide a Licensed Tankerman

4. Contractor Tasks and Duties

- 4.1. Equipment Maintenance
  - 4.1.1. Temporary Patching/Repairs
  - 4.1.2. Performance Objective – Continuous Service
    - 4.1.2.1. Scheduled/Required Maintenance
    - 4.1.2.2. Out-of-Service Notification
    - 4.1.2.3. Long-Term Out-of-Service Notification

Table 3. Performance Objective - Continuous Service

- 4.1.2.4. **Substitute Equipment**
- 4.1.3. **Failure to Perform**

**Table 4. Sample Calculation - Excess Re-Procurement Costs**

- 4.2. **Cargo Delivery Services**
  - 4.3. **Performance Objective - Loading or Discharging Cargo**
  - 4.3.1. **Performance Objective - Transit Times**
  - 4.4. **Responsibility for Cargo**
  - 4.4.1. **Loss or Contamination Liability**
  - 4.4.2. **Gauging**
  - 4.4.3. **Carry Away Liability**
  - 4.4.4. **Contamination or Degradation Liability**
  - 4.4.4.1. **Performance Objective -  
Cleaning to Prevent Contamination or Degradation of Cargo**
  - 4.4.4.2. **Minimum Requirements for the Preparation of Barge Cargo  
Tanks**
  - 4.5. **Reporting and Communication**
  - 4.5.1. **Performance Objective -  
Daily Equipment Position and Status Reports**
  - 4.5.2. **Performance Objective - Readiness Notice**
  - 4.5.3. **Performance Objective - Cargo Documentation**
  - 4.6. **Responsibility for Damage to Government Property**
  - 4.6.1. **Performance Objective - Damage Due to Contractor Negligence**
  - 4.6.2. **Performance Objective - Prevent Damage to Facilities**
- 5. Out-of-Pocket Expenses**
- 5.1. **COR Approval**
  - 5.2. **Tolls and Charges**
  - 5.2.1. **Assist Tugs**
  - 5.2.2. **Icing Condition Expenses**
  - 5.2.3. **Barge Cleaning Expenses**
  - 5.3. **Bunker Fuel Expenses**
  - 5.4. **Optional On-Call Additional Tankerman Expenses**

**6. Definitions**

**Table 5. Definitions**  
**Carryaway Product**  
**Contracting Officer's Representative (COR)**  
**Innage**  
**Ullage or Outage**  
**Licensed Tankerman**  
**Out-of-Pocket**  
**Out-of-Service**  
**Quality Assurance Representative (QAR)**

**ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

**Table 6. Performance Requirements Summary -**

**Critical Performance Objectives**

**Appendix A: Minimum Requirements for the Preparation of Barge  
Cargo Tanks**

**Appendix B: Applicable Forms**

**Appendix C: Estimated Barge Movements**

**ATTACHMENT 2: QUALITY ASSURANCE SURVEILLANCE PLAN**

**DEDICATED BARGE TRANSPORTATION SERVICES - EAST GULF****DEFENSE ENERGY SUPPORT CENTER (DESC)  
AMERICAS EAST (HOUSTON) (DESC-AME)****PERFORMANCE WORK STATEMENT (PWS)****1. General.**

**1.1. Scope.** This contract covers the transportation of Department of Defense-owned bulk jet fuel (JP5 and JP8) and marine diesel (F76), by tug and barge between all ordered United States ports and points on the Gulf of Mexico and the Lower Mississippi River and their connecting waterways and tributaries, including those specified below. The contractor must provide barge transportation using contractor-supplied equipment as specified in the performance work statement.

**1.1.1. Historical Location Information.** The Defense Energy Support Center Americas East Office, Houston (DESC-AME) Loading/Discharging (Receiving) locations provided as historical information. However, **this list is not all-inclusive.** Loading/Discharging points may change as fuel procurement award patterns change.

**Table 1: Loading/Discharging points:**

**JP8 Loading Ports**  
Exxon/Mobil Company, USA, Baton Rouge, LA  
Valero, Texas City, TX  
Placid Refining, Port Allen, LA  
Goldline, Jennings, LA  
BP, Texas City, TX  
Shell, Mobile, AL  
Shell, Deer Park, TX  
Magellan Midstream Partners LP, Galena Park, TX  
Valero, Corpus Christi, TX  
Air BP, Texas City, TX

**JP8 Discharge Ports**  
Naval Air Station, Belle Chase (New Orleans), LA  
Air National Guard, Gulfport, Gulfport, MS  
Eglin Air Force Base, Fort Walton Beach, FL  
Hurlburt Field, Fort Walton Beach, FL  
Tyndall Air Force Base, Panama City, FL  
Naval Air Station Pensacola, Pensacola, FL  
Magellan Midstream Partners LP, Galena Park, TX  
DFSP Woodriver, IL

**JP5 Loading Ports**  
Placid Refining, Port Allen, LA  
Shell, Deer Park, TX  
Magellan Midstream Partners LP, Galena Park, TX  
Valero, Corpus Christi, TX

**JP5 Discharge Ports**  
Naval Air Station, Pensacola, FL  
Magellan Midstream Partners LP, Galena Park, TX

**F76 Loading Ports**

Valero Refining, Texas City, TX  
Valero, Corpus Christi, TX  
CITGO, Lake Charles, LA  
Calcasieu Refining, Lake Charles, LA  
Magellan Midstream Partners, LP, Galena Park, TX  
Pasadena Refining System, Pasadena, TX.

F76 Discharge Ports  
Naval Air Station, Ingleside, Corpus Christi, TX  
Magellan Midstream Partners LP, Galena Park, TX

**1.1.2. Government Reserved Rights.** The Government reserves the right to use the furnished equipment from, to, and between the points shown above without restriction.

**1.1.3. Hours of Operation.** Contractor supplied equipment and crews must be available exclusively to the Government at all times, 24 hours per day, 7 days per week, for transporting cargo to and between the points stipulated or as may be directed by the Government, or to stand by at an origin, destination, or intermediate point as necessary and specified by the Government.

**1.1.4. Period of Performance**

The proposed contract is for a one base period of 12 months from contract award, with four (4) options years as noted below:

Base Period: 1 September 2005 - 31 August 2006  
Option Yr 1: 1 September 2006 - 31 August 2007  
Option Yr 2: 1 September 2007 - 31 August 2008  
Option Yr 3: 1 September 2008 - 31 August 2009  
Option Yr 4: 1 September 2009 - 31 August 2010

**1.2. Safety and Security.**

**1.2.1. OSHA Compliance.**

The Contractor must establish and maintain an effective and comprehensive safety program that complies with the provisions of the Occupational Safety and Health Act and the National Institute of Occupational Safety and Health. The Contractor must acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices necessary to protect employees. The Contractor must be responsible for compliance with the Occupational Safety and Health Act of 1970 and for penalties resulting from violations.

**1.2.2. Additional Regulations Compliance.**

The Contractor must maintain and operate all equipment in accordance with applicable U.S. Coast Guard, federal and state laws, and military regulations, including applicable regulations of the Commander, Defense Energy Supply Center (DESC), and must also be in compliance with all of our fuel supply terminal requirements for barge tows. Applicable regulations are as follows:

Mandatory Regulations

DLAR 4500.3, Defense Traffic Transportation Regulation (DTR), December 2000.

DOD 4140.25M, Procedures for Management of Petroleum Products, June 1994.

DFSCM 4140.4, DFSC Supply Operations Manual, June 1986.

MIL-STD-3004 (A), Quality Surveillance for Fuels, Lubricants, and Related Products, November 2003.

Note: If needed, carriers may contact DESC-BID to obtain a copy of these regulations. (703-767-8403)

**1.2.3. Death or Injury to Personnel.**

In all instances where contractor's employees are absent due to injury or death or for purposes of receiving medical attention due to an injury during or arising from performance under this contract, the Contractor must submit a full written report of the facts and the extent of such injury to the Contracting Officer's Representative (COR) within 24 hours following the occurrence of such injury or death. In addition, the Contractor must submit to the COR a written accident report of each and every accident occurring to the contractor's employees within 24 hours after the occurrence. If an investigation of the accident is conducted, the Contractor must assist the investigator in securing statements from its employees and must make pertinent records available to the investigator and to the COR.

### **1.3. Damage and Loss Reports.**

In all instances where cargo, Contractor's equipment, or private or Government property is damaged, lost, or pilfered while in the care, custody, or possession of the Contractor or through handling by the Contractor's employees, agents, or subcontractors, the Contractor must submit a full written report of the facts and the extent of such damage or loss to the Contracting Officer's Representative within 24 hours following the occurrence or discovery.

### **1.4. Quality and Performance.**

The Government and the Contractor will operate as a team to assure a high standard of quality is established and maintained in the performance of the contract. This will include government measurement and surveillance of the contractor's performance to document and recognize instances of superior contractor performance, and to identify areas falling short of required performance standards early so that the Contractor and the Government may work together to identify causes and eliminate problems before they become serious. The Government's Performance Measures and the Contractor's Quality Control (QC) program requirements are described below.

#### **1.4.1. Contractor Quality Control, Reporting and Records**

##### **1.4.1.1. Quality Control.**

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the terms of the contract. The Contractor shall submit a proposed QCP as part of its technical proposal. The QCP should include as a minimum how the Contractor intends to meet the performance objectives, provide cargo free of contamination or degradation, and should also identify those areas the Contractor sees as critical to the customers for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems. Finally, the QCP should include the contractor's Oil Spill Response Plan.

##### **1.4.1.2. Final QCP.**

The Contractor shall submit a revised QCP within twenty (20) business days after contract award. Should there be any need for clarification or correction of any area, the Contractor shall submit the revised QCP within ten (10) business days after receiving the final with Government-identified deficiencies noted. DESC will be afforded the opportunity to review both the initial and final QCP prior to Contracting Officers acceptance.

##### **1.4.1.3. Monthly Quality Control Inspection Reports.**

Upon the Contracting Officer's acceptance of the Contractor's Quality Control Plan, the Contractor must submit monthly Quality Control Inspection Reports stating the results of its inspections to the COR.

##### **1.4.1.4. Problem/Failure.**

The Contractor shall self-identify any problem or failure that may impact contract performance. In accordance with its QCP, the Contractor shall provide the COR with a succinct written plan of action within five (5) business days of Contractor self-identification or awareness of a potential or real problem, failure or deficiency. The Contractor shall detail the methodology for correcting the problem or deficiency in the plan of action, and provide an assurance of the specific time required to bring performance back to acceptable quality levels, as applicable.

**1.4.1.5. Use of Quality Performance Information.** Information from these reports will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

##### **1.4.1.6. Performance Requirements.**

Performance Requirements in this document are expressed in the following manner and may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

**1.4.1.6.1. Performance Objective.**

A statement of the outcome or results expected of the Contractor (not output).

**1.4.1.6.2. Performance Measures.**

The critical few characteristics or aspects of achieving the objective that will be monitored by the Government; those things that the Government will analyze. Each objective may have one or more measures.

**1.4.1.6.3. Performance Standards.**

The targeted level or range of levels of performance for each performance measure. Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard, the measures and standards are in accordance with standard commercial practices. (i.e., substantial compliance with local customary trade practice). When not stated, Performance Standards are assumed to be one hundred (100) percent, unless standard commercial practices would apply a lower standard. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than one hundred (100) percent compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings, etc.) and similar goals.

**1.4.2. Government Quality Assurance.**

Final determination that the services rendered are conforming is solely the responsibility of the Government. The Government Quality Surveillance Plan (See Attachment 2) is not a substitute for Contractor quality control.

**1.4.2.1. Critical Performance Requirements.**

The Government will monitor the Contractor's performance using predetermined quality assurance procedures and through the Government Performance Requirements Summary (PRS), Attachment 1, which will be used in this program and which also describes the contract requirements considered most critical to performance.

**1.4.2.2. Performance Measurement Approaches.**

The CO and the COR will monitor Contractor performance and compliance with the terms and the conditions of the contract using the PRS and such standard techniques as inspections, Government generated management reports, Contractor reports and Customer feedback. The COR, in conjunction with the CO, will conduct periodic meetings with the Contractor to discuss operations, and problem areas.

**1.4.2.3. Visits**

Government personnel, in addition to/other than the Contracting Officer Representative (COR) and Quality Assurance Representative (QAR), may make announced periodic visits to the Contractor's facilities to observe daily operations. Announced visits will follow a one (1) day prior notice to the Contractor. During these visits, the Contractor shall provide knowledgeable personnel to tour and inspect the areas. The Contracting Officer and/or his representative will make periodic inspections.

**1.5. Insurance Requirements**

**1.5.1. Cargo Insurance**

The Contractor shall provide cargo insurance, at its own expense, as required by law, at least equal to the value of the cargo transported.

**1.5.2. Liability, Pollution and Environmental Insurance**

Contractor shall provide at its own expense, the appropriate amount of insurance as required by law.

**1.5.3. Policy Notification**

The Contractor shall provide copies of cargo, public liability, and pollution liability insurance certificates to the Contracting Officer within 10 calendar days after contract award and each time there is a change in coverage or policy renewal.

#### **1.5.4. Written Notice**

The Contractor shall furnish a written notice to the Contracting Officer 30 days in advance of the effective date of any reduction in, or cancellation of the cargo, public liability, or pollution liability insurance policies.

### **2. Government Responsibilities.**

#### **2.1. COR / DESC AME Inventory Manager Responsibilities**

The COR and/or DESC AME Inventory Manager shall perform the following:

##### **2.1.1. Cargo Routing**

Issue cargo routing instructions to shippers.

##### **2.1.2. Order Services**

Order all loading and unloading services and schedule all movements.

##### **2.1.3. Contact Information**

Furnish the Contractor with the names and telephone numbers, including home telephone numbers, of persons designated as the Government's ordering, inspecting, and receiving representatives upon award of the contract.

##### **2.1.4. Acknowledge Receipt**

Acknowledgement of receipt shall be completion of the DD-250-1 and barge ullage sheet consisting of location, date of arrival, barge name/number, and cargo number and shall provide for signature by both a Contractor representative and a designated Government representative. (See Appendix B.)

##### **2.1.5. Measure, Verify, and Document Cargo**

Arrange for measurement, verification, and documentation of all cargo remaining aboard barges at loading and unloading ports and, in accordance with Section 4.4.3 Carry Away Liability, deduct from the next monthly invoice, the value of cargo in excess of ten (10) barrels carried away per barge. Charges would apply only when barge equipment is changed or product carried changes.

##### **2.1.6. Notify Receiving Activities**

The COR or DESC Inventory Manager will notify the receiving activities of the scheduled arrival of the barge, including estimated date and time of arrival, barge name/number, and cargo number.

##### **2.1.7. Authorize Access**

Arrange for an authorized representative of the Contractor to have access to all facilities to load and discharge barges as necessary.

##### **2.1.8. Supply Required Forms**

Supply the Contractor with all forms the Contractor is required to file with the Defense Energy Support Center Americas East, Houston Office or the COR. (See Appendix B.)

##### **2.1.9. Provide a Safe Berth**

Provide a reachable and safe berth at all loading and discharging ports for the vessel to be afloat at all times, free of dockage, wharfage, pilotage, toll, and port charges.

##### **2.1.10. Inspect and Accept Equipment**

The Government shall provide pre-award and/or pre-service inspections for Contractor equipment.

### **3. Contractor Furnished Equipment and Crew.**

The Contractor shall furnish all supplies, materials, equipment, and personnel necessary to perform the services incidental to the operation of the equipment listed below:

### **3.1. Barge and Tug Requirements.**

Pricing of services does not include fuel (see Bunker Fuel Expenses)

The contractor shall provide the following:

#### **3.1.1. Barge.**

Two barge tows, each with a total deliverable capacity of not less than 50,000 barrels. Each tow must consist of either two individual 25,000 barrel barges, or not more than three barges total, one of which has a capacity of at least 25,000 barrels. Contractor is required to comply with the maximum safe navigable draft and length over all for all loading and discharge locations. The Contractor remains responsible for maximum length over all, however the government reserves the right to light load equipment where the government knows there is a shallow draft or require the tow to stand off awaiting safe berthing conditions, e.g.: high tide.

##### **3.1.1.1. On-Call Tow.**

These services will be ordered separately as priced within the Schedule of Rates. The government will have the option to add additional tows or terminate existing on-call tows as traffic patterns change. The contractor must provide for one additional tow when requested by the government with a minimum of 15 days notice. On-call tows must be of the same capacity as those listed in paragraph 3.1.1. The equipment ordered will normally be in service for a 30-day period. The government will provide the effective dates of service for the tow via contract modification. The government may terminate any on-call tow with a minimum of 15 days notice if that tow is no longer required. Barge and tug requirements will be consistent within the parameters as provided in paragraph 3.1. The equipment must meet all government inspection requirements addressed in paragraph 3.3 and must remain in dedicated service until released back to the contractor. Dedicated service is defined as the start and end date of the requested service. Payment will not commence until the tow is made available at the initial loading point, as specified in the contract modification, and will end on the last day of requested service upon cargo discharge at the destination point. Any subsequent changes to schedule details (e.g., date, loading port) required for expedience of the government shall occur only upon modification of the contract by the Contracting Officer. Otherwise, the contractor is responsible for all costs associated with positioning the equipment at the initial loading point. Payment for the on-call services will be in accordance with the prices listed in the Schedule of Rates.

#### **3.1.2. Barge Equipment.**

The Contractor and its equipment must currently possess or be eligible for USCG certificate for approval to operate in US coastal and inland waterways. All barges shall be equipped with the following.

##### **3.1.2.1. Cargo Pumping System**

A cargo pumping system with necessary hoses and connections capable of completely discharging and stripping the cargo tanks without outside power or assistance from the shore. The average load/discharge rate for all destinations shall be a minimum of 2,000 barrels per hour (BPH) at a pressure of 100 pounds per square inch (PSI) from the barge manifold including quantities stripped from cargo tanks. This effectively means that the total cargo shall be loaded/discharged as a minimum, in time represented by the total cargo stated in barrels divided by 2,000 barrels per hour.

##### **3.1.2.2. Cargo Tank Stripping System**

An independent cargo tank stripping system capable of stripping all but a maximum of 2 barrels of product per cargo tank, not to exceed 10 barrels for the entire barge. The discharge rate during tank stripping operations may be less than the minimum rates stipulated above.

##### **3.1.2.3. Water Stripping System**

A water stripping system, separate from the cargo tank stripping system, for removal of residual water, prior to discharge of cargo. All water and cargo tank stripping and discharge lines shall be fully visible from the deck.

##### **3.1.2.4. Gauge Point Marks and Calibration**

Permanent gauge point marks with reference height stenciled to the deck or compartment hatch, certified calibration charts not exceeding eight years in age (provided that no structural alterations have been performed subsequent to the calibration date), trim correction tables and legible draft markings. Barges shall be recalibrated as needed at the Contractor's expense during the contract period.

#### **3.1.2.4.1. Calibration Charts**

The Contractor shall provide copies of the calibration charts and trim correction tables to the Government representative at loading and discharge points and to the COR. A packet containing all calibration charts and trim correction tables pertaining to all equipment used in the performance of this contract shall be available on each tug or barge. The Contractor shall provide the COR a list showing the maximum load capacity of each barge at safe draft, updated whenever equipment or regulation or traffic area depths change. The Contractor shall develop and maintain a barge gauge history for Government use or inspection in comparing barge loaded figures to shore loading figures.

#### **3.1.2.5. Stainless Steel Tanks**

Barges with stainless steel or epoxy-coated tanks are preferred, but barges with uncoated tanks may be offered. For the purpose of this contract, any commercial epoxy coating impervious to petroleum products, except coal tar epoxy, is suitable.

#### **3.1.2.6. Steel Valves**

Steel valves shall be an integral part of all barges used in the performance of this contract.

#### **3.1.2.7. Spill Rails**

Spill rails are required on all barges.

#### **3.1.2.8. Sectional Fuel Delivery Hose**

When required, the Contractor shall provide 200 feet of sectional fuel delivery hose and various coupling attachments necessary for over-the-water fuel loading to ships. The Contractor is liable for any damage or loss resulting from faulty equipment or caused by Contractor negligence.

#### **3.1.3. Tug**

The tug for each tow offered must have between 1,500 and 2,100 HP, and be suitable in design and power to properly navigate the lower and upper Mississippi River, the Tombigbee and Arkansas Rivers, and the Gulf Intra-coastal Waterway.

### **3.2. Contractor Owned or Leased Equipment**

The Contractor shall own the equipment performing the transportation service or the Contractor shall have the equipment under long-term lease for the duration of the contract period to include the base year and all option years. The Government requires verification of this requirement at the time of contract award.

### **3.3. Barge Inspection and Acceptance**

At the start of this contract, the Contractor shall provide tug and barge equipment that conforms to the specifications of this contract (see Section 3.1 Barge And Tug Requirements), and that passes the Government's loading inspection. Equipment will be inspected at loading ports as specified by the COR. Government inspection and acceptance of the Contractor's equipment is a condition precedent to the Government's obligation to pay the monthly rates set forth in the Schedule of Rates. The monthly rates do not go into effect, and the Government incurs no obligation to make monthly payments, until the Government's Quality Assurance Representative (QAR) has approved the Contractor's equipment for loading in accordance with Section 3.3.2.

#### **3.3.1 Performance Objective - Pre-Service Inspection**

Not later than 15 days prior to the initiation of transportation services, the Contractor shall make its tugs and barges available for inspection and acceptance by the Government at the loading specified by the COR. If the Contractor fails to provide conforming equipment by this deadline, the Contractor shall be subject to termination by the Contracting Officer under the Termination for Cause clause. Tows must be presented cleaned, gas free, and free of

temporary patches. The Contractor shall provide a valid marine chemist certificate to the Government QAR prior to inspection. Contractor must ensure that all cargo and vent lines have been drained of previous cargo, and flushed with hot water. Cargo tanks and bulkheads must be free of water, loose rust, sludge, mud, silt, and foreign objects. The Government QAR shall take a sample of scale from inside of the cargo tanks and test it to determine the potential effects of the corrosion and gum characteristics on the cargo to be loaded. The Contractor shall prepare the barge for inspection at its own expense. Acceptance of the equipment by the Government shall in no way be construed to attest to the seaworthiness of the barge or to other requirements of the U.S. Coast Guard. The Government's QAR shall issue written confirmation of acceptance of equipment through the COR. Once inspected, the tug and barge equipment will be considered to have entered into dedicated service on this contract.

#### **3.4. Maintain, Position, and Operate Equipment**

The Contractor shall maintain, clean (including slop tanks), repair, position and operate its equipment to ensure its performance under the contract, including providing fuel to operate the tug and barge pump engines and shall provide all crew living provisions. The Contractor shall pay all associated costs and expenses.

#### **3.5. Provide a Licensed Tankerman**

The Contractor is responsible for following all governing regulations and statutes in providing licensed tankermen at all loading and discharge ports identified in the PWS. The licensed tankermen must gauge barge tanks jointly with the Government QAR and make a record of quantities on required forms including Barge Ullage (DD Form 2479), or suitable commercial equivalent. As directed by the COR, the Contractor must furnish an additional shore tankerman when needed. The optional on-call additional licensed tankerman expense will be paid in accordance with Paragraph 5.4.

### **4. Contractor Tasks and Duties**

#### **4.1. Equipment Maintenance**

##### **4.1.1. Temporary Patching/Repairs**

The Contractor may use temporary repairs only until the barge can return to a point where permanent repairs can be made. Barges shall not be accepted for loading if there is evidence of concrete patches or other temporary repairs.

##### **4.1.2. Performance Objective – Continuous Service**

The Contractor shall provide 24-hour, seven-day a week availability of equipment and crew to the government for use under this contract.

##### **4.1.2.1. Scheduled/Required Maintenance**

Maintenance or repair periods shall not exceed 24 hours in duration, except when required for U.S. Coast Guard inspections or when mutually agreed between the Government and the Contractor (e.g. periodic maintenance). The Contractor shall provide notice of scheduled maintenance with expected duration of maintenance not less than 24 hours before the date it is scheduled.

##### **4.1.2.2. Out-of-Service Notification**

The Contractor shall notify the COR immediately in the event that the Contractor is unable to provide service due to unscheduled non-availability of equipment or crew, and must include the location of the equipment, cargo status (loaded or empty), reason for being out-of-service, and the expected duration of disability (Temporary Out-of-Service or Long-Term Out-of-Service) in the notification.

##### **4.1.2.3. Long-Term Out-of-Service Notification**

In the event that the notification is for Long-Term Out-Of-Service, the Contractor shall provide a substitute for any or all of the equipment or crew designated for use under this contract within 24 hours (unless the Government elects to waive the continuous service requirement for a longer period) and shall specify details of the substitution in writing. The specification shall include reason for the request for the substitute equipment and if repair/maintenance action is required, provide in-depth description of repairs to be made, facility and location of repair action, and estimated date equipment shall be returned to use. If carry-away cargo is present in the barge, the Contractor must

make cash settlement or other means of disposition satisfactory to the Government for this cargo before the barge is permitted departure from being used in the performance of this contract.

**Table 3. Performance Objective - Continuous Service**

Measure	Standard
Cumulative Days Out-Of Service (Temporary)	Not more than 10 annually
Response For Out-Of-Service (Long Term)	No more than two Failures to Perform annually.
Provision of Substitute within 24 hours.	In no case more than an additional 24 hours late with substitute, without COR approval.

#### 4.1.2.4. Substitute Equipment

When Contractor owned equipment is Out-of-Service Long-Term, the Contractor shall substitute owned or leased equipment. The COR and/or QAR must approve, in advance, the substitution of equipment, provided the substitute equipment is equivalent to the Contractor's original (permanent) equipment (i.e., meets the specifications and requirements in Section 3, Contractor Furnished Equipment And Crew). The Government reserves the right to inspect the substitute equipment prior to placement into service. The Contractor must prepare the substitute equipment for inspection as stipulated in Section 3.4, Maintain, Position, and Operate Equipment, when so required. The substitute equipment provided by the Contractor shall be at no additional cost to the Government. The original equipment must be returned to service as soon as practical unless otherwise requested by the Contractor and approved by the COR. Barge equipment substituted for the convenience of the Contractor is not entitled to cleaning expenses as a result of the substitution. The contractor shall include in the request for substitute approval the estimated fuel burn and transit times of the substitute equipment.

#### 4.1.3. Failure to Perform

Should the Contractor be unable to perform or choose not to provide substitute equipment or crews for all days beyond the first 24-hour period the Contractor's equipment is out-of-service, the Government may take a pro rata deduction from the Contractor's monthly invoice for each hour beyond the first 24-hour period. If the Government procures substitute equipment or crews from an alternate source to meet movement requirements the Contractor is unable to meet, the Government may take an additional deduction from the Contractor's monthly invoice for the Government's excess re-procurement costs, if any. Excess re-procurement costs will be assessed only for those days that the Contractor's equipment remains out-of-service

The sample Excess Re-procurement calculation, shown below in Table 4, uses the following information:  
Contract rate: \$10,000/day; \$416.66/hour

**Table 4. Sample Calculation - Excess Re-Procurement Costs**

Date and Time	Event	Formula Calculation	Cost
05 January 10:00 a.m.	Contractor equipment goes Out-Of-Service (OOS)	None. Within 24-hour period.	None.
06 January 10:00	Contractor equipment remains OOS, unable to provide substitute equipment.	Calculation begins, 24-hour window has expired.	
06 January 11:00	Decision made to procure substitute equipment for period 08 to 13 January.	\$20,000/day x 6 days (\$833.33/hour)	\$120,000 Cost
08 January 08:00	Substitute equipment begins loading.		
08 January 15:00	Contractor equipment submitted for inspection prior to return to service.		
08 January 20:00	Contractor equipment returned to service. Deduction from invoice.	58 hours x \$416.66/hr (10:00 on 06 January)	\$24,166.28

Date and Time	Event	Formula Calculation	Cost
	Re-procurement costs.	through 20:00 on 08 January) 7 hours x \$416.67/hr* (*rate is calculated by subtracting the contract equipment rate from the substitute equipment rate, e.g. \$833.33-\$416.66)	\$2,916.69
<b>TOTAL PRO-RATA DEDUCTION FOR FAILURE TO PERFORM</b>			<b>\$27,082.97</b>

#### 4.2. Cargo Delivery Services

#### 4.3. Performance Objective - Loading or Discharging Cargo

Upon arrival at a loading or discharge port, the Contractor shall load or discharge any quantity of cargo, entire or partial, as specified by the COR.

##### 4.3.1. Performance Objective – Transit Times

The contractor shall provide an excel spreadsheet with their proposal that identifies tug speed (in knots), estimated fuel burn (in gallons) for round trip between the loading and discharge points shown in Table 1 of the PWS. The spreadsheet will also include estimated transit times for each route including return empty.

#### 4.4. Responsibility for Cargo

##### 4.4.1. Loss or Contamination Liability

The Contractor shall sign the DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report, as its receipt for the Government property it received for transportation. The Contractor assumes full liability for, and agrees to reimburse the Government for, the actual loss or contamination to the cargo it receives for transportation, except when loss and/or damage arises out of causes beyond the control of and without the fault or negligence of the Contractor.

##### 4.4.2. Gauging

The Contractor shall be responsible for loss of Government product in its' possession during transportation and prior to discharge into Government facilities in excess of one-half (1/2) of one (1) per cent in volume when a comparison of shore tank gauges and vessel permanent gauge point marks and calibration charts after loading and before unloading establishes that a volume loss exceeding the one-half of one per cent has occurred in transit. If so, in transit loss above the one-half of one per cent will be used for claim purposes. Both the tankerman and the Government representative must perform gauging of the vessel jointly. The contractor shall ensure that responsible vessel personnel are readily available for gauging operations so as to not unduly delay release and departure of the equipment.

##### 4.4.3. Carry Away Liability

The Contractor shall be liable for all measurable product carried away due to failure of the Contractor's equipment to discharge the cargo completely, excluding product remaining in equipment lines, manifolds, and sumps (10 barrels before line drop). Liability is based on the procurement and transportation cost of the cargo carried away and is to be deducted from the Contractor's monthly invoice. However, the Contractor is not liable for carry-away cargo if the Tanker/Barge Material Inspection and Receiving Report (DD Form 250-1) and the Barge Ullage Report (DD Form 2479) establish that the cargo carried away remains on board when the same equipment is utilized for subsequent loading. Measurable cargo carried away at the end of the contract period shall be deducted from the Contractor's final monthly invoice.

##### 4.4.4. Contamination or Degradation Liability

If contamination or degradation of Government cargo occurs due to the Contractor's failure to properly maintain its equipment, the Contractor shall be liable to the Government for replacement costs and/or associated costs with returning the cargo to specification.

**4.4.4.1. Performance Objective – Cleaning To Prevent Contamination or Degradation of Cargo**

The Contractor shall ensure that all equipment is clean and free from any condition that would contaminate or degrade cargo. The Government will reimburse the Contractor for cleaning expenses only when the Contractor can demonstrate that the equipment was contaminated by one specific cargo, the cleaning is directed by the Government to change grades of cargo transported, or when directed by the Government to complete cleaning for routine maintenance. Cleaning expenses shall be paid as an out-of-pocket expense.

**4.4.4.2. Minimum Requirements for the Preparation of Barge Tank Cargo Tanks**

In all cases, cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue, etc. See Appendix A.

**4.5. Reporting and Communication**

The Contractor shall maintain contact with the COR, the various consignors, consignees, and the Government Quality Surveillance Representative to ensure prompt and efficient cargo movement, and shall provide position and status reports and communication regularly to the COR and others, as required. The COR can be contacted at the following:

Defense Energy Support Center (DESC) Telephone  
DESC-AME (Houston, TX) 713-718-3883  
*Emergency - If unable to reach the regional office, contact  
HQ DESC Command Control Center  
703-767-8420*

**4.5.1. Performance Objective – Daily Equipment Position and Status Reports**

The Contractor shall transmit daily facsimile or electronic mail Equipment Position and Status Reports to the COR and applicable Inventory Managers reflecting the position and status of the barge by 0900, Central Time, plus or minus one hour. Additionally, the Contractor must provide pre-arrival reports to the next port of call immediately upon departure of the present port, and at a minimum of 24, 12, and 3 hours prior to arrival.

**4.5.2. Performance Objective - Readiness Notice**

The Contractor shall provide a Notice of Readiness (NOR) to load/discharge to designated loading and discharging officials immediately upon the tow's arrival at the loading/discharging terminal of the port complex. In the event the tow is not allowed to immediately proceed to the loading/discharging berth, the Contractor shall communicate the NOR to the terminal by fax, email, or telephone to document its arrival. The NOR is the official method of determining when laytime for the tow begins.

**4.5.3. Performance Objective - Cargo Documentation**

The Contractor shall maintain a copy of all loading documents, including Barge Ullage (DD Form 2479) or acceptable commercial equivalent form, and DD Form 250-1, for Government use at each discharge port.

**4.6. Responsibility for Damage to Government Property****4.6.1. Performance Objective - Damage Due to Contractor Negligence**

The Contractor shall be responsible and must assume liability for damage to Government property resulting from negligence on the part of the Contractor. The Contractor must also reimburse the Government for actual expenses incurred by the Government due to breakdown of Contractor's equipment or delay due to negligence of the Contractor, which prevents prompt acceptance or delivery of intended cargo.

**4.6.2. Performance Objective - Prevent Damage to Facilities**

The Contractor shall be responsible for removing equipment, including unattended barges, during weather conditions that may result in damage to Government or Contractor-owned facilities.

**5. Out-of-Pocket Expenses****5.1. COR Approval**

All out-of-pocket expenses must be approved in advance by the COR.

### **5.2. Tolls and Charges**

The COR will provide a reachable safe berth for the Contractor's equipment at all loading and discharging ports free of dockage, wharfage, pilotage, and fleeting tolls, and other port charges. If such charges accrue through no fault of the Contractor or its employees, the Contractor shall initially pay the charges and submit the paid bill to the Government for reimbursement in conjunction with its next regular monthly invoice. When fleeting or shift boats are required and there is more than one establishment in the area that can provide the service, the Contractor shall contact the COR twenty-hours in advance with cost information from at least two sources in the area and get the approval of the COR on the facility to be used. The Contractor shall make diligent efforts to safely avoid the need for fleeting wherever possible to limit costs to the Government.

#### **5.2.1. Assist Tugs**

The Contractor shall be responsible for the expense of assist tugs used in transporting, berthing or maneuvering the vessel to/from docks or through locks except when such assist tugs are required by local harbor regulation or other lawful authority. The Government will reimburse the Contractor for use of assist tugs only under those conditions and on the same basis as described in Section 5.2, Tolls and Charges.

#### **5.2.2. Icing Condition Expenses**

The Contractor shall be responsible for additional expenses incurred while operating during icing conditions except when such expenses are expressly agreed to in advance by the COR and Contracting Officer. Authorized additional expenses shall be billed for reimbursement as prescribed in Section 5.2, Tolls and Charges.

#### **5.2.3. Barge Cleaning Expenses**

Barge cleaning expenses claimed in accordance with Paragraph 4.4.4.1 shall be approved in advance by the COR. Authorized cleaning expenses shall be billed for reimbursement as described in Section 5.2, Tolls and Charges.

### **5.3. Bunker Fuel Expenses**

Bunker Fuel consumed in performance under the contract shall be provided by DESC utilizing bunker sites that are located throughout the East Gulf region. A complete listing of the locations can be found on the DESC web site at <http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=227>. Once at the website, scroll down to Bulletin Ordering Information and select Domestic Bulletin. The Contractor shall be required to obtain their fuel only at those locations listed on the web site. At time of contract award, an account number will be established that will enable the Contractor to obtain their fuel at these East Gulf locations. The Contractor will be required to provide the account number to the bunker site facility for verification purposes. All fuel procured by the Contractor using the assigned account number will be recorded by DESC. Fuel procured by the Contractor will be compared to the estimated fuel burn rates provided with the offer to verify fuel consumption. Should a requirement exist to obtain fuel at a location other than those listed on the DESC web site, the Contractor must identify the circumstances precluding use of DESC-arranged bunker sites and obtain approval from the COR prior to the procurement of fuel at an alternate location. When feasible, multiple alternate bunkering prices will be furnished. If approved, the Contractor is required to submit to the COR a copy of the fuel receipt for reimbursement. Contractor will be notified by the COR that reimbursable bunker fuel costs have been verified and approved and Contractor will then submit a Power Track e-bill transaction for payment approval by the COR. Fuel obtained for performance under the contract is only for barge movements (loaded or empty) as provided for in the PWS (see Appendix C). Any repositioning or additional movement of contractor's equipment to a cleaning facility occasioned by its having been contaminated through no fault of the contractor is also included. Repositioning costs for cleaning associated with contamination by others will not be allowed or reimbursed. The contractor shall provide an excel spreadsheet with their proposal that identifies tug speed (in knots), estimated fuel burn (in gallons) for round trip between the loading and discharge points shown in Table 1 of the PWS. The spreadsheet will also include estimated transit times for each route including return empty. This information will be used to document the actual fuel burn associated between the loading and discharge ports and to assist in constructing the rates that DESC uses in evaluation of FOB barge offers by its fuel suppliers.

### **5.4 Optional On-Call Additional Tankerman Expenses**

The Optional On-Call Additional Tankerman Expenses shall be approved in advance by the COR. The Contractor will be paid the actual Optional On-Call Additional Tankerman Expenses, not to exceed the maximum/ceiling rates indicated in the Schedule of Rates section of the contract. The Contractor must furnish documentation to show his actual expenses for the additional tankerman services.

**6. Definitions**

**Table 5. Definitions**

**Carryaway Product**

Cargo exceeding 10 barrels per barge remaining in cargo tanks after discharge operations and before line drop.

**Contracting Officer's Representative (COR)**

An individual designated and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

**Innage**

The portion of a cargo tank that is full of fuel.

**Ullage or Outage**

The portion of a cargo tank that is not filled with fuel.

**Licensed Tankerman**

Contractor personnel licensed by the U. S. Coast Guard to be responsible for all loading and discharging operations.

**Out-of-Pocket**

Local port fees or similar charges incurred. Such fees or expenses may include those for dockage, wharfage, pilotage, fleeting, tolls, port charges, assist tugs when required by local harbor regulation, bunker fuel expenses, or other lawful authority, or cleaning charges.

**Out-of-Service**

Any non-availability of tugs or barge equipment or crew, such as to preclude meeting a Government requirement. It may be either Temporary (normally less than 24 hours), or Long-Term (24 hour or greater) non-availability of equipment or crew.

**Quality Assurance Representative (QAR)**

A qualified barge and fuels inspector.

**ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)****Performance Requirements Summary (PRS)**

The PRS establishes the standard for satisfactory performance, explains Government quality surveillance methods used to evaluate a Contractor's performance, and describes the actions the Government will take to assure satisfactory performance. The Contracting Officer will issue a Contractor Discrepancy Report when the Contractor's performance is unsatisfactory. The Contractor shall reply in writing within twenty-four (24) hours, giving reasons for unsatisfactory performance and identifying the corrective action(s) to be taken to prevent recurrence. The PRS is provided for the convenience of the Contractor. The Government PRS does not place any additional requirements on the Contractor. This tool is to be used for administrative purposes only and does not reflect a change in the contract requirements. To the extent any conflict may arise between the tool and the substantive provisions of this contract, the substantive provisions of this contract shall apply.

**Table 6. Performance Requirements Summary**  
(See Paragraph 1.4.1.6.3.)

Performance Objective No.	Performance Measures	Performance Standard (AQL)	Surveillance Method	Government Actions
P.O. 3.3.1 Pre-Service Inspection	Inspection Prior to Service	100% NLT 15 Days Prior	QAR Inspection	Acceptance of Equipment
P.O. 4.1.2 (Critical) Continuous Service	Cumulative Days Out-of-Service	NMT 10 annually	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly
	Response: 24-hour Provision of Substitute	NMT 2 Failure-to-Perform annually		
P.O. 4.3 Loading or Discharging Cargo	Failure to load or discharge	NMT 2 Failure-to-Perform annually	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.3.1 Transit Times	Failure to meet transit time	NMT 4 Exceptions annually	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.4.4.1 (Critical) Cleaning to prevent Cargo Contamination	Cargo Contamination	0% Contamination	Contractor Reports and Government data or complaints	Random Checks; Evaluate Contractor quarterly
P.O. 4.5.1 (Critical)				

Daily Position Reports	Receipt of Daily Position Reports	100%	Contractor Reports and Government data plus spot checks	By Exception; Evaluate Contractor quarterly
P.O. 4.5.2 Notice of Readiness	NOR Immediate Upon Arrival	NMT 4 Exceptions annually	Contractor Reports and Government data plus spot checks	By Exception: Evaluate Contractor quarterly
P.O. 4.5.3 Cargo Documentation	DD Form 2479 & DD Form 250-1	NMT 4 Exceptions annually	Contractor Reports and Government data or complaints	By Exception: Evaluate Contractor quarterly
P.O. 4.6.1 Damage Due to Contractor Negligence	Contractor Responsibility	0% Damage	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly
P.O. 4.6.2 Prevent Damage to Facilities	Contractor Responsibility	100% Prevention	Contractor Reports and Government data plus spot checks	Evaluate Contractor quarterly

**Appendix A: Minimum Requirements for the Preparation of Barge Cargo Tanks**  
Excerpt from MIL-STD-3004 (A)

LAST CARRIED PRODUCT	PRODUCT TO BE LOADED					
	Leaded gasoline, aviation	Gasoline, automotive	Turbine fuel, aviation, kerosene type F-34, F-35, F-44	Diesel fuel oil - distillate	Diesel fuel oil-residual	Lube oil
Leaded Gasoline, Aviation	A	A	B	B	B	B
Gasoline, Automotive	A	A	B	B	B	B
Turbine fuel, aviation, kerosene TYPE, F-34, F-35, F-44	A	A	A	A	A	E
Diesel fuel oil - distillate	C	C	A	A	A	E
Diesel fuel oil-residual	NO LOAD	NO LOAD	NO LOAD	D	A	E
Lube Oils	NO LOAD	NO LOAD	NO LOAD	D	A	E

**TABLE LEGEND:**

Drop lines and strip tanks.

All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Tanks will be gas freed.

The same as for Paragraph B., above, except that hot water will be used instead of cold water.

The same as for Paragraph C above. In addition tanks and lines will be flushed with product to be loaded and examined to confirm meeting product specification. Process will be repeated as necessary until passing results are obtained.

Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

**Appendix B: Applicable Forms**

DOD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report)  
<http://web1.whs.osd.mil/icdhome/DDEFORMS.HTM>

DOD Form 2479 (Barge Ullage Report)  
<http://web1.whs.osd.mil/icdhome/formsrpt/ddall.HTM>

**APPENDIX C: ESTIMATED BARGE MOVEMENTS**

<b>East Gulf Estimated Barge Movements as identified in Performance Work Statement (PWS).</b>					
<b>Barge requirements are based on utilizing 50,000 bbl tows.</b>					
<b>Optional on-call tows may be requested as needed to meet any projected shortfalls in requirements.</b>					
<b>2005 - 2006 Projected</b>					
		<b>Estimated</b>	<b>Estimated</b>		<b># Barges</b>
<b>Origin:</b>	<b>Destination:</b>	<b>QTY (Gls)</b>	<b>QTY (Bbls)</b>	<b>Product</b>	<b>Yearly</b>
Shell, Saraland, AL	Belle Chasse, LA	5,283,806	125,805	JP8	
	Gulf Port, MS	439,870	10,473		
	Pensacola, FL	17,470,373	415,961		
	Eglin, FL	19,225,771	457,756		
	Hurlburt, FL	4,058,699	96,636		
	Tyndall, FL	25,240,452	600,963		
	<b>Total</b>		<b>71,718,971</b>	<b>1,707,595</b>	
ExxonMobil, LA	Belle Chasse, LA	6,928,908	164,974	JP8	
	Gulf Port, MS	1,773,528	42,227		
	Pensacola, FL	4,393,834	104,615		
	Eglin, FL	11,696,299	278,483		
	Hurlburt, FL	3,706,652	88,254		
	Tyndall, FL	11,922,974	283,880		
	<b>Total</b>		<b>40,422,195</b>	<b>962,433</b>	
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	85,415,075	2,033,692	F76	41
Texas City, TX	Houston, TX	40,363,744	961,042	JP8	19
	<b>Total</b>	<b>125,778,819</b>	<b>2,994,734</b>		<b>60</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,195,583	99,895	JP8	2
	<b>Total</b>	<b>4,195,583</b>	<b>99,895</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					

<b>2006 - 2007 Projected</b>					
		<b>Estimated</b>	<b>Estimated</b>		<b># Barges</b>
<b>Origin:</b>	<b>Destination:</b>	<b>QTY (Gls)</b>	<b>QTY (Bbls)</b>	<b>Product</b>	<b>Yearly</b>

Shell, Saraland, AL	Belle Chasse, LA	5,389,482	128,321	JP8	
	Gulf Port, MS	448,667	10,683		
	Pensacola, FL	17,819,780	424,280		
	Eglin, FL	19,610,286	466,912		
	Hurlburt, FL	4,139,873	98,568		
	Tyndall, FL	25,745,261	612,982		
	<b>Total</b>	<b>73,153,350</b>	<b>1,741,746</b>		<b>35</b>
ExxonMobil, LA	Belle Chasse, LA	7,067,486	168,273	JP8	
	Gulf Port, MS	1,808,999	43,071		
	Pensacola, FL	4,481,711	106,707		
	Eglin, FL	11,930,225	284,053		
	Hurlburt, FL	3,780,785	90,019		
	Tyndall, FL	12,161,433	289,558		
	<b>Total</b>	<b>41,230,639</b>	<b>981,682</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	87,123,377	2,074,366	F76	41
Texas City, TX	Houston, TX	41,171,019	980,262	JP8	20
	<b>Total</b>	<b>128,294,395</b>	<b>3,054,628</b>		<b>61</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,279,495	101,893	JP8	2
	<b>Total</b>	<b>4,279,495</b>	<b>101,893</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
<b>(2% increase yearly)</b>					

Origin:	Destination:	2007 - 2008 Projected		Product	# Barges Yearly
		Estimated QTY (Gls)	Estimated QTY (Bbls)		
Shell, Saraland, AL	Belle Chasse, LA	5,497,272	130,887	JP8	
	Gulf Port, MS	457,641	10,896		
	Pensacola, FL	18,176,176	432,766		
	Eglin, FL	20,002,492	476,250		
	Hurlburt, FL	4,222,670	100,540		
	Tyndall, FL	26,260,166	625,242		
	<b>Total</b>	<b>74,616,417</b>	<b>1,776,581</b>		<b>35</b>
ExxonMobil, LA	Belle Chasse, LA	7,208,836	171,639	JP8	
	Gulf Port, MS	1,845,179	43,933		

	Pensacola, FL	4,571,345	108,842		
	Eglin, FL	12,168,829	289,734		
	Hurlburt, FL	3,856,401	91,819		
	Tyndall, FL	12,404,662	295,349		
	<b>Total</b>	<b>42,055,252</b>	<b>1,001,316</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	88,865,844	2,115,853	F76	42
Texas City, TX	Houston, TX	41,994,439	999,868	JP8	20
	<b>Total</b>	<b>130,860,283</b>	<b>3,115,721</b>		<b>62</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,365,085	103,931	JP8	2
	<b>Total</b>	<b>4,365,085</b>	<b>103,931</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
			(2% increase yearly)		

		2008 - 2009 Projected			
Origin:	Destination:	Estimated QTY (Gls)	Estimated QTY (Bbls)	Product	# Barges Yearly
Shell, Saraland, AL	Belle Chasse, LA	5,607,217	133,505	JP8	
	Gulf Port, MS	466,794	11,114		
	Pensacola, FL	18,539,700	441,421		
	Eglin, FL	20,402,542	485,775		
	Hurlburt, FL	4,307,124	102,551		
	Tyndall, FL	26,785,370	637,747		
	<b>Total</b>	<b>76,108,746</b>	<b>1,812,113</b>		<b>36</b>
ExxonMobil, LA	Belle Chasse, LA	7,353,013	175,072	JP8	
	Gulf Port, MS	1,882,082	44,811		
	Pensacola, FL	4,662,772	111,018		
	Eglin, FL	12,412,206	295,529		
	Hurlburt, FL	3,933,529	93,655		
	Tyndall, FL	12,652,755	301,256		
	<b>Total</b>	<b>42,896,357</b>	<b>1,021,342</b>		<b>20</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	90,643,161	2,158,170	F76	43

Texas City, TX	Houston, TX	42,834,328	1,019,865	JP8	20
	<b>Total</b>	<b>133,477,489</b>	<b>3,178,035</b>		<b>63</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,452,386	106,009	JP8	2
	<b>Total</b>	<b>4,452,386</b>	<b>106,009</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
		<b>(2% increase yearly)</b>			

		2009 - 2010 Projected			
		Estimated	Estimated		# Barges
Origin:	Destination:	QTY (Gls)	QTY (Bbls)	Product	Yearly
Shell, Saraland, AL	Belle Chasse, LA	5,719,362	136,175	JP8	
	Gulf Port, MS	476,129	11,336		
	Pensacola, FL	18,910,494	450,250		
	Eglin, FL	20,810,593	495,490		
	Hurlburt, FL	4,393,266	104,602		
	Tyndall, FL	27,321,077	650,502		
	<b>Total</b>	<b>77,630,921</b>	<b>1,848,355</b>		
ExxonMobil, LA	Belle Chasse, LA	7,500,073	178,573	JP8	
	Gulf Port, MS	1,919,724	45,708		
	Pensacola, FL	4,756,027	113,239		
	Eglin, FL	12,660,450	301,439		
	Hurlburt, FL	4,012,199	95,529		
	Tyndall, FL	12,905,811	307,281		
	<b>Total</b>	<b>43,754,284</b>	<b>1,041,769</b>		
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Lake Charles, LA	Houston, TX	92,456,024	2,201,334	F76	44
Texas City, TX	Houston, TX	43,691,015	1,040,262	JP8	21
	<b>Total</b>	<b>136,147,039</b>	<b>3,241,596</b>		<b>65</b>
<b>Note: Above locations utilize one (1) Barge. Estimate one (1) Barge per week to above destinations.</b>					
Placid, LA	WoodRiver, IL	4,541,434	108,129	JP8	2
	<b>Total</b>	<b>4,541,434</b>	<b>108,129</b>		<b>2</b>
<b>Note: Above requirement for Wood River will be met with one of the two on-call tows as needed.</b>					
		<b>(2% increase yearly)</b>			

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The projected numbers for each option year is subject to change because of DESC's annual fuel buys. The traffic patterns could change and may be revised at the beginning each option year.

**ATTACHMENT 2: QUALITY ASSURANCE SURVEILLANCE PLAN FOR EAST-GULF BARGE CONTRACT**

**INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective on the Performance Requirements Summary (PRS) in the barge contract.

The QASP provides a systematic method to evaluate the services the contractor is required to furnish.

This QASP is based on the premise the government desires the contractor to maintain a quality standard in the operation, maintenance, and performance of transporting bulk liquid fuel and that a service contract to provide the service is the best means of achieving that objective.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR  
EAST-GULF BARGE CONTRACT**

Performance Objective	PWS Para	Performance Threshold
<u>Provide Continuous Service.</u> Contractor shall provide 24-hour, seven-day a week availability of equipment and crew to the government under this contract. Contract establishes the maximum acceptable total days out-of-service under both a temporary and long term basis.	4.1.2.	Total cumulative days out-of-service (Temporary) not to exceed more than 10 annually.  Response for out-of-service (Long Term) no more than two Failures annually.
<u>Cleaning - Prevent Cargo Contamination.</u> Contractor shall ensure that all equipment is continually maintained in a suitable and serviceable condition as to prevent any occurrence that would contaminate or degrade cargo.	4.4.4.1. & Appendix A	Goal is to ensure 0 % contamination of product. No more than two reported incidents of cargo contamination in a one-year period.
<u>Daily Position Reports.</u> Contractor shall transmit daily facsimile or electronic mail Equipment Position and Status Reports to the COR reflecting the position and status of the barge by 0900, Central Time, plus or minus one hour. Contractor must also provide pre-arrival reports to the next port of call immediately upon departure of the present port, and at a minimum of 24, 12, and 3 hours prior to arrival.	4.5.1.	No more than four excusable delayed reports during a one-year period.

**SURVEILLANCE:** The government Quality Surveillance Representative (QSR) will periodically inspect contractor's equipment to ensure compliance with the performance standards. Equipment that does not meet the performance standards will be removed from service until such time it is rendered serviceable by the contractor. The government QSR will accept contractor's equipment prior to placing it back into service. All equipment and/or cargo deficiencies will be reported by the QSR to both the Contracting Officer's Representative (COR) and Contracting Officer (KO).

**STANDARD:** Contractor shall meet or exceed the performance threshold standards established in this QASP. Customer complaints will be handled by the QSR or COR for resolution. The contracting officer will be notified of customer complaints and will take the appropriate action in accordance with FAR 52.212.4, Contract Terms and Conditions-Commercial Items (October 2003) or the appropriate Inspection of Services clause, if any of the above performance objectives listed are not met.

**PROCEDURES:** If the government QSR or COR observes unacceptable services, either incomplete or not performed, for any of the above performance objectives they should immediately contact the contracting officer to record the complaint. The KO will consider the customer complaint valid upon receipt from the customer. The KO should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the KO if not corrected. The government QSR or COR shall monitor the status of the complaint until resolved by the contractor. All complaints shall be documented and maintained as part of the contract file. Recurring complaints or service failures are not permitted for any of the above performance objectives. Recurring complaints or service failures will be reported to the Contracting Officer for appropriate action.

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. F00014		3. EFFECTIVE DATE 19-Apr-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE HIC711 USTRANSCOM COMMAND ACQUISITION 608 SCOTT DR SCOTT AFB IL 62226-5387		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS, INC JASON BELCHER 2380 5TH ST MANDERVILLE LA 70471-1822				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. W61GYE-05-C-0031
				X	10B. DATED (SEE ITEM 13) 17-May-2005
CODE 1F3H8		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT 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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4					
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.) Modification Control Number: tctstrocl07115 The purpose of this modification is to add funds to CLIN 1001AC for an additional tow.					
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) Ron Hull II UP			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARIE T. PENDERGAST / CONTRACTING OFFICER TEL: 618-268-4300 EMAIL: maria.pendergast@ustrancom.mil		
15B. CONTRACTOR OFFICER FOR 		15C. DATE SIGNED 4-21-07	16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED 20-Apr-2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION SF 1449 - CONTINUATION SHEET

## SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$174,996.25 from \$18,882,350.08 (EST) to \$19,057,346.33 (EST).

## SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1001AF is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF	Funding for CLIN 1001AC	1	Months	\$174,996.25	\$174,996.25
EXERCISED OPTION	FFP Amendment 012 is issued to provide funding in the amount of \$174,996.25 to continue use of one on-call optional tow for the period 1May 07 - 31 May 07 under Line Items 1001 AC of contract W81GYE-05-C-0031. This barge services contract is administered by USTC for DESC-AME. The contract covers the movement of DESC owned fuel in the East Gulf region. FOB: Destination MILSTRIP: F3ST967109M100 PURCHASE REQUEST NUMBER: F3ST967109M100 SIGNAL CODE: A				
				NET AMT	\$174,996.25
	ACRN AB CIN: F3ST967109M1000001				\$174,996.25

## ACCOUNTING AND APPROPRIATION

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$174,996.25 from \$18,882,350.08 to \$19,057,346.33.

## SUBCLIN 1001AF:

Funding on SUBCLIN 1001AF is initiated as follows:

ACRN: AB

CIN: F3ST967109M1000001

Acctng Data: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150

Increase: \$174,996.25

Total: \$174,996.25

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AF:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 16-May-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (if other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS, INC JASON BELCHER 2380 5TH ST MANDEVILLE LA 70471-1923			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031	
			X	10B. DATED (SEE ITEM 13) 17-May-2005	
CODE 1FXH6	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
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.					
X 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.) Modification Control Number: tctstrocl07158 The purpose of this modification is to change the Block 9, "Issued by" of the SF1449 from SDDC to USTRANSCOM					
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) PAMELA S. HALL / CONTRACT SPECIALIST TEL: 618-256-4300 EMAIL: pamela.hall@ustrancom.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Pamela S. Hall</u> (Signature of Contracting Officer)		16C. DATE SIGNED 16-May-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from  
SDDC CONTRACTING CENTER  
SDAQ-G GLOBAL INTERMODAL DIST DIV  
200 STOVALL ST, RM 12S67  
ALEXANDRIA VA 22332-5000  
to  
USTRANSCOM COMMAND ACQUISITION  
508 SCOTT DR  
SCOTT AFB IL 62225-5357

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for SUBCLIN 1001AF has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2007 TO 31-MAY-2007	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-MAY-2007 TO 31-MAY-2007	N/A	USTRANSCOM COMMAND ACQUISITIONHTC711 CYNTHIA L. STROUT 508 SCOTT DR SCOTT AFB IL 62225-5357 618-256-4300 FOB: Destination	

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 31-May-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-6387	CODE HTC711	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS, INC JASON BELCHER 2380 5TH ST MANDERVILLE LA 70471-1928			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W81GYE-05-C-0031	
			X	10B. DATED (SEE ITEM 13) 17-May-2005	
CODE 1FXH6	FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>					
<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 office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.212-4(c), Changes					
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.) Modification Control Number: <u>tcstrocl07202</u> A. The purpose of this modification is to fund on optional on-call tow operation for June 1 through June 15 2007. B. This modification confirms the e-mail notification from Howard Eaves (COR) to Ron Hull (Jar Assets) requesting extension of the "On-call Tow".					
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) <u>Ron Hull</u> <u>execup</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: <u>Pamela S Hall</u> EMAIL:			
15B. CONTRACTOR OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)		15C. DATE SIGNED <u>5-31-07</u>	16B. UNITED STATES OF AMERICA BY <u>Pamela S Hall</u> (Signature of Contracting Officer)	16C. DATE SIGNED <u>4 Jun 07</u>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$87,498.13 from \$19,057,346.33 (EST) to \$19,144,844.46 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1001AG is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG	Funding CLIN 1001AC (1-15 Jun 07)	.50	Months	\$174,996.25	\$87,498.13
EXERCISED OPTION	FFP This provides funding in the amount of \$87,498.13 to continue use of one on-call optional tow for the period 1-15 Jun 07 under Line Item 1001AC of contract W81GYE-05-C-0031. This barge services contract is administered by USTC for DESC-AME. The contract covers the movement of DESC owned fuel in the East Gulf region. FOB: Destination MILSTRIP: F3ST9671499100 PURCHASE REQUEST NUMBER: F3ST9671499100 SIGNAL CODE: A				

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NET AMT \$87,498.13

ACRN AB \$87,498.13  
CIN: F3ST96714991000000AA

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$87,498.13 from \$19,057,346.33 to \$19,144,844.45.

SUBCLIN 1001AG:  
Funding on SUBCLIN 1001AG is initiated as follows:

ACRN: AB

CIN: F3ST96714991000000AA

Acctng Data: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150

Increase: \$87,498.13

Total: \$87,498.13

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AG:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00017		3. EFFECTIVE DATE 07-Jun-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY USTRANSCOM COMMAND ACQUISITION 508 SCOTT DR SCOTT AFB IL 62225-3857		CODE HTC711	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) JAR ASSETS, INC JASON BELCHER 2360 5TH ST MANDEVILLE LA 70471-1823				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. WB1GYE-05-C-0031		
				X 10B. DATED (SEE ITEM 13) 17-May-2005		
CODE 1FXH6		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 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.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Part 52.212-4(c), Changes						
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.) Modification Control Number: tctstroci07212 A. The purpose of this modification is to fund an optional on-call tow operation from 16 Jun 07 - 30 Jun 07 B. This modification confirms the phone and e-mail notification from Cindy Strout (CA) to Ron Hull (Jar Assets) on 1 June 07 requesting extension of the "On-Call Tow".						
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) <i>Ron Hull</i> <i>Encl O.P.</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: <i>Pamela S Hall</i> EMAIL:			
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>Jun 11, 2007</i>	16B. UNITED STATES OF AMERICA BY <i>Pamela S. Hall</i> (Signature of Contracting Officer)		16C. DATE SIGNED <i>11 Jun 07</i>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$87,498.12 from \$19,144,844.46 (EST) to \$19,232,342.58 (EST).

SUPPLIES OR SERVICES AND PRICES

SUBCLIN 1001AH is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH		.50		\$174,996.25	\$87,498.13
EXERCISED OPTION	Funding CLIN 1001AC (16-30 Jun 07) FFP				
	On call optional TOW for DESC-AME. This provides funding in the amount of \$87,498.13 to continue use of one on-call optional tow for the period 16-30 Jun 07 under Line Item 1001AC of contract W81GYE-05-C-0031. This barge services contract is administered by USTC for DESC-AME. The contract covers the movement of DESC owned fuel in the East Gulf region.				
	FOB: Destination				
	MILSTRIP: F3ST9671559100				
	PURCHASE REQUEST NUMBER: F3ST9671559100				
	SIGNAL CODE: A				
				NET AMT	\$87,498.13
	ACRN AB				\$87,498.13
	CIN: F3ST96715591000001AA				

ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$87,498.12 from \$19,144,844.45 to \$19,232,342.58.

SUBCLIN 1001AH:

Funding on SUBCLIN 1001AH is initiated as follows:

ACRN: AB

CIN: F3ST96715591000001AA

Acctng Data: 97X4930 5CF0 001 22.1 RB05-117 TRANSPORTATION S33150

Increase: \$87,498.13

Total: \$87,498.13

**INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 1001AH:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

(End of Summary of Changes)