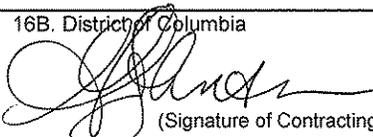


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1
2. Amendment/Modification Number DCAM-2011-B-0115-0002	3. Effective Date 6/20/11	4. Requisition/Purchase Request No.	5. Solicitation Caption Biodiesel Fuel	
6. Issued by: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14 th Street NW, 6 th Floor Washington, DC 20009		Code	7. Administered by (If other than line 6) Department of Real Estate Services 2000 14 th Street NW, 5 th Floor Washington, DC 20009	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		Code	Facility	X 9A. Amendment of Solicitation DCAM-2011-B-0115
				9B. Dated (See Item 11) 6/15/11
				10A. Modification of Contract Order No.
				10B. Dated (See Item 13)
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 Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. 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 may be made by letter or fax, provided each letter or telegram 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 CONTRACTORS/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 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
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.) Solicitation DCAM-2011-B-0015 is amended as follows: Given that the biodiesel blends being requested are showing out of stock from Baltimore, the OPIS, Richmond, VA price will be used instead. The price schedule is therefore revised. See attached revised pages 3 and 4 of the solicitation. Bidders must acknowledge receipt of this amendment and return a signed copy with its bid. Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Gena Johnson		
15B. Name of Contractor (Signature)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 6/20/11	

B.3 PRICE SCHEDULE¹

B.3.1 BASE PERIOD (DATE OF AWARD THROUGH 4 MONTHS THEREAFTER)

Contract Line Item No. (CLIN)	Item Description	Base Price per gallon (OPIS Gross Wholesale SME Biodiesel Price, Richmond, VA)	Differential per gallon	Less tax credit	Net Price per gallon (inclusive of all applicable taxes)	Estimated Quantity	Total Estimated Price
0001	B5 Biodiesel Fuel	\$3.1740	\$ ____	\$ ____	\$ ____	67,500	\$ ____
0002	B10 Biodiesel Fuel	\$3.2540	\$ ____	\$ ____	\$ ____	45,000	\$ ____
0003	B20 Biodiesel Fuel	\$3.4100	\$ ____	\$ ____	\$ ____	45,000	\$ ____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Base Price per gallon (OPIS Gross Wholesale SME Biodiesel Price, Richmond, VA)	Differential per gallon	Less tax credit	Net Price per gallon (inclusive of all applicable taxes)	Estimated Quantity	Total Estimated Price
1001	B5 Biodiesel Fuel	\$3.1740	\$ ____	\$ ____	\$ ____	1,560,000	\$ ____
1002	B10 Biodiesel Fuel	\$3.2540	\$ ____	\$ ____	\$ ____	270,000	\$ ____
1003	B20 Biodiesel Fuel	\$3.4100	\$ ____	\$ ____	\$ ____	270,000	\$ ____

¹ If determined after contract award that additives are needed, the District will negotiate a price with the contractor to add this item to the price schedule.

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Base Price per gallon (OPIS Gross Wholesale SME Biodiesel Price, Richmond, VA)	Differential per gallon	Less tax credit	Net Price per gallon (inclusive of all applicable taxes)	Estimated Quantity	Total Estimated Price
2001	B5 Biodiesel Fuel	\$3.1740	\$ ____	\$ ____	\$ ____	1,560,000	\$ ____
2002	B10 Biodiesel Fuel	\$3.2540	\$ ____	\$ ____	\$ ____	270,000	\$ ____
2003	B20 Biodiesel Fuel	\$3.4100	\$ ____	\$ ____	\$ ____	270,000	\$ ____

B.4 ECONOMIC PRICE ADJUSTMENT

(a) WARRANTIES. The Contractor warrants that –

- (1) The unit prices set forth in the Price Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoices hereunder shall be computed daily in accordance with the provisions of this clause.

(b) DEFINITIONS.

- (1) Base Price means the unit price as published on June 20, 2011.
- (2) Date of Delivery means the date the product is delivered to the designated tank at the DPW location listed in the order.

(c) ADJUSTMENTS.

- (1) The prices payable under this contract shall be determined by adjusting the Net Price by the same number of cents, or fractions thereof, that the daily base price increases or decreases, per like unit of measure. The arithmetical calculations, including the final adjusted net price shall be carried to four decimal places.
- (2) The base price shall be the OPIS rack average price in effect on the date of delivery at the end of the day (6:00 pm). In the event there is no price published for date of delivery, then it shall be the items base price that was last in effect.

(d) REVISION OF PUBLISHED BASE PRICE. In the event –

- (1) Any applicable base price is discontinued or its method of derivation is altered substantially; or
- (2) The Contracting Officer determines that the base price consistently and substantially fails to reflect market conditions –

The parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the base price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolve in accordance with paragraph 14, Disputes of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts.

(e) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT

The Contractor agrees that the total increase in any contract unit price pursuant to this economic price adjustment provision shall not exceed 100 percent of the base price in any applicable program year, unless the Contracting Officer issues a contract modification to raise the ceiling.