

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE JANUARY 28, 2004		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL -- SANDRA SHEPHERD/DESC-PEC PHONE - (703) 767-9544			CODE SP0600	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0043		
				9b. DATED (SEE ITEM 11) 22 JANUARY 2004		
				10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is <input type="checkbox"/> extended, is not <input checked="" type="checkbox"/> 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 one (1) 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.						
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 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.)						
<u>IRAQ PC&S</u>		<u>SP0600-04-R-0043</u>		<u>PURCHASE PROGRAM 1.6b</u>		
a. ATTENTION OFFERORS: Block 11 of this Standard Form (SF) 30 provides pertinent information as to acknowledging receipt of this amendment.						
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 OF CONTRACTING OFFICER		
15B. NAME OF CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)			

b. Revise Block 10 of the Standard Form 1449 in the solicitation and Offer Submission Package to remove the box checked UNRESTRICTED. This procurement is considered restricted in accordance with the Determination and Findings (D&F) issued by Deputy Secretary of Defense Paul Wolfowitz issued on December 05, 2003. For additional information concerning this D&F, see SPECIAL NOTE 3 under Clause B1.05.100 on page 4 of the solicitation.

c. The estimated quantities listed under Clause B1.05.100, SUPPLIES TO BE FURNISHED, is revised as follows:

<u>ITEMS</u>	<u>SUPPLIES TO BE FURNISHED</u>	<u>ESTIMATED QUANTITY</u> <u>DAILY / 3 MONTHS</u>
PREMIUM UNLEADED GASOLINE	SPECIFICATION: TUPRAS 240 OR COMMERCIAL EQUIVALENT	1,306,345 / 118,877,400 GALLONS
DIESEL FUEL	SPECIFICATION: TUPRAS 400 OR COMMERCIAL EQUIVALENT	1,045,076 / 95,101,920 GALLONS
LIQUEFIED PETROLEUM GAS (LPG)	SPECIFICATION: TUPRAS 70, OR COMMERCIAL EQUIVALENT	1,187 / 108,000 METRIC TONS
KEROSENE	Due to recent information indicating that there is no requirement for Kerosene until October 2004, DESC is in the process of revising this requirement and will issue another amendment addressing Kerosene separately.	

d. Revise SPECIAL NOTE 7 on page 5 to read:

7. **ORDERING:** The Government will issue monthly orders which will contain estimated daily orders, which may be adjusted daily in writing or verbally. For each daily order, the Contractor's trucks must arrive at Habur Gate on the Turkey/Iraq border and check in with the Government representative within forty-eight (48) hours of the date of that daily order.

e. Revise SPECIAL NOTE 10 on page 5 to read:

10. **SUBMISSION OF INVOICES:** The Contractor shall submit an original invoice and three copies to the Government representative as identified in Clause F30.01, ORDERING AND PAYING OFFICERS. An invoice must include:

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and the order number and date;
- (4) Description, delivery date quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Mission number assigned by the operation and management contractor;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice;
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (10) **Electronic funds transfer (EFT) banking information.**

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., 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.

An invoice shall be accompanied by the following supporting delivery documentation:

- (1) Delivery tickets, ordered sequentially, for each delivery containing:
 - (i) Date truck was loaded;
 - (ii) Location of loading point;
 - (iii) Quantity loaded;
 - (iv) Assigned mission number;
 - (v) Customs stamps for both Turkey and Iraq;
 - (vi) Weight ascertained at customs checkpoint;
 - (vii) Stamp and signature from delivery location;
 - (viii) Signature of U.S. Military representative.

- (2) A recap, in sequential order, of all delivery tickets supporting the invoice being submitted.

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.

f. Correct mis-numbering of SPECIAL NOTE 11 on page 5 to NOTE 12 and revise note to read: "All products shall be furnished F.O.B. Destination via tank truck." A pump is not required for delivery.

g. On page 9 of the solicitation, clause I1.03-3.100, paragraph (g) is revised by deleting all of the language following the word "Invoice" and replacing it with the phrase: "See Special Notes following B1.05.100."

h. On page 10 of the solicitation, Clause I1.03-1.100, paragraph under (j), to read:

(j) **RISK OF LOSS AND TITLE.** The Government will assume title for product when the Contractor completes customs inspection at the Turkey/Iraq border (Habur Gate.) After title for product passes to the Government, but while the fuel is in the Contractor's possession during transportation from the customs inspection point to the destination point, the risk of loss shall be determined as follows: (1) The Contractor shall be liable for loss or damage to the product that results from negligence, bad faith, or willful misconduct of the Contractor, its employees, agents or subcontractors. This includes, but is not limited to the Contractor assuming the risk of equipment failure; non-delivery of the fuel; short deliveries; theft by employees, agents or subcontractors; adulteration of the fuel; and losses from tampering with trucks or altering measurement devices; (2) The Government assumes the risk of loss for non-delivery of product due to circumstances beyond the control of the Contractor.

The Contractor bears all risk and responsibility for loss or damage to equipment and personal injury or death of its employees, agents or subcontractors during transportation of product. The Contractor is responsible for obtaining adequate insurance to cover this risk. The Government will not reimburse the Contractor for claims stemming from loss or damage to equipment or personal injury or death of employees, agents or subcontractors during transportation of product.

i. On pages 17 and 18 of the solicitation, the number for Clauses F9.98 and F9.99 are revised to read F1.60.100 and F1.61.100, respectively. In addition, under Clause F1.60.100 include the reference (DESC 52.211-9FP1) and under Clause F1.61.100 include (DESC 52.211-9FP2).

j. On page 19 of the solicitation, clause I1.20-1, paragraph (e)(2), delete "Applies only to U.S. companies."

k. Clause B19.02, ECONOMIC PRICE ADJUSTMENT, in the Offer Submission Package (OSP) is renumbered as B19.02.100. The following corrections are made to Clause B19.02.100, ECONOMIC PRICE ADJUSTMENT:

- 1) Paragraph (e) on page OSP - 3 is corrected to read:

FAILURE TO DELIVER. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays, Risk of Loss and Title and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of the this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

2) At the bottom of page OSP - 4, correct the high and low for Kerosene to read: High, 295.70 Low, 294.70. Although the high and low were incorrectly stated, the Average of \$0.9092 was correct.

l. On page OSP - 12, the option period of 01 JAN 05 to 31 MAR 04 is corrected to read: 01 JAN 05 to 31 MAR 05.