

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)		6. ISSUED BY SC0600 DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – ERIN S. RALPH/DESC-BZD PHONE - (703) 767-9294 PPNs: 2.99		7. ADMINISTERED BY (If other than Item 6) CODE SC0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)			9a. AMENDMENT OF SOLICITATION NO. X SP0600-04-R-0054		
			9b. DATED (SEE ITEM 11) January 21, 2004		
			10a. MODIFICATION OF CONTRACT/ORDER NO.		
			10b. DATED (SEE ITEM 13)		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ X ] 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 telegram which includes a reference to the solicitation and amendment numbers. <b>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.</b> 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>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, 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. <b>IMPORTANT:</b> Contractor [X] is not, [ ] is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..)					
SEE ATTACHED PAGES					
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 JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED

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**A. The following condition is added to the subject Solicitation:**

**For those offerors who are non-refiners and require a letter of commitment**, as outlined in the Offeror Submission Package, Page O-19, Paragraph 13, EVIDENCE OF RESPONSIBILITY, this documentation must be submitted by Wednesday, February 18, 2004, at 10:00 A.M (1000 hours), local time, Ft. Belvoir, Virginia, USA. Failure to submit a supply commitment may result in an offer being determined ineligible.

**B. The following changes are made to the Solicitation Package:**

1. Page 12, Paragraph 3, ECONOMIC PRICE ADJUSTMENT, is deleted and replaced by an amended version located on page 3 of the subject amendment to reflect the following changes:
  - a. Line Items are corrected to reflect those provided in other portions of the solicitation.
  - b. The reference price and posting listed for the Unleaded Gasoline has been changed from 95 RON Unleaded to Naptha.
  - c. The reference price provided for Diesel is corrected to read \$0.851786 in lieu of \$0.85178.

### **3. ECONOMIC PRICE ADJUSTMENT**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(3) **Date of delivery** is defined as follows:

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.**

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **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 paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) **REVISION OF REFERENCE PRICE INDICATOR.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed 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 indicator 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 resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(8) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) TABLE.

ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE
0000-0200	Platt's Oilgram Price Report  (U.S. Edition)	Product Price Assessments  (Arab Gulf, FOB)	See Below

LINE ITEMS	PRODUCT	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG or MT EFFECTIVE JANUARY 1, 2004
0000	Kerosene (KIQ)	Kerosene	\$0.848571 per USG
0100	Unleaded Gasoline (GIQ)	Naptha	\$0.835357 per USG
0200	Diesel (DIQ)	Gasoil 0.05%S	\$0.851786 per USG

**NOTE:** Product prices will escalate twice monthly based on the average of high and low quotations contained in the Platt's publication during the periods of the 1<sup>st</sup> through the 15<sup>th</sup> and the 16<sup>th</sup> through the 30<sup>th</sup>/31<sup>st</sup> (as applicable) of each month in which deliveries are made. Therefore, the effective price for the period of the 1<sup>st</sup> through the 15<sup>th</sup> will be the average of the high and low quotations for the previous months prices posted on the 16<sup>th</sup> through the 30<sup>th</sup>/31<sup>st</sup>. Saturdays and Sundays shall be considered as Platt's non-publication days. If prices are not posted by Platt's during the period that delivery was made due to a holiday or another occurrence only the posted prices for that period will be used in the calculation.