

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 5/14/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN HWY. SUITE 4950 FORT BELVOIR, VA 22060-6222 SPECIALIST: K. GERBERT (703)767-9531 email: KGERBERT@DESC.DLA.MIL			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0036 0005
		X	9B. DATED (SEE ITEM 11) 02/05/03
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
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 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.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

THIS AMENDMENT HEREBY REOPENS THE ABOVE REFERENCED SOLICITATION TO EXTEND THE CLOSING DATE FOR ALL CLIN'S THAT RECEIVED NO OFFERS.

(See Continuation 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 AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

1. THE CLIN'S THAT RECEIVED NO OFFERS UNDER THE ABOVE REFERENCED SOLICITATION ARE HEREBY REOPENED. THE CLOSING DATE FOR THE CLINS LISTED BELOW IS CHANGED TO READ 27 MAY, 2003, 03:00 PM EASTERN STANDARD TIME.

LINE ITEM	LOCATION	STATE	BASE REFERENCE PRICE	Quantity	Full Description Location
001-32	JUNIATA	NE	0.8693	1,667	Basic Solicitation
006-24	GRANITE CITY	IL	0.7705	30,000	Basic Solicitation
006-28	GRANITE CITY	IL	0.7705	30,000	Basic Solicitation
006-68	GRANITE CITY	IL	0.8009	30,000	Basic Solicitation
021-68	MARSEILLES	IL	0.7952	11,667	Basic Solicitation
072-67	FT RILEY	KS	0.8719	26,667	Basic Solicitation
085-67	IOLA	KS	0.8719	6,000	Basic Solicitation
085-68	IOLA	KS	0.7811	33,333	Basic Solicitation
095-67	MANHATTAN	KS	0.8719	20,000	Amendment 0002
095-68	MANHATTAN	KS	0.7811	30,000	Basic Solicitation
201-67	BISMARCK	ND	0.9211	40,000	Basic Solicitation
201-68	BISMARCK	ND	0.8147	30,000	Basic Solicitation
205-681	DEVILS LAKE	ND	0.8147	22,000	Basic Solicitation
210-67	FARGO	ND	0.9211	26,667	Basic Solicitation
210-68	FARGO	ND	0.8147	20,000	Basic Solicitation
211-67	JAMESTOWN	ND	0.9211	20,000	Basic Solicitation
215-68	GRAND FORKS	ND	0.8147	20,000	Basic Solicitation
225-67	VALLEU CITY	ND	0.9211	26,667	Basic Solicitation
313-68	RED LAKE	MN	0.8356	20,000	Basic Solicitation
401-68	BRYAN	TX	0.7681	20,000	Amendment 0002
402-68	DECATUR	TX	0.7813	20,000	Amendment 0002
403-68	HOUSTON	TX	0.7813	20,000	Amendment 0002
404-68	NE BRAUNFELS	TX	0.7711	20,000	Amendment 0002
407-68	PORT NECHES	TX	0.7601	20,000	Amendment 0002
408-68	SAN ANTONIO	TX	0.7711	20,000	Amendment 0002
409-68	WESLACO	TX	0.7501	20,000	Amendment 0002
410-68	WYLIE	TX	0.7813	20,000	Amendment 0002
749-12	PEORIA	IL	0.9387	30,000	Amendment 0002
749-13	PEORIA	IL	0.7952	30,000	Amendment 0002
749-24	PEORIA	IL	0.8511	30,000	Amendment 0002
749-28	PEORIA	IL	0.8511	30,000	Amendment 0002
750-E8	SCOTT	IL	0.7705	20,000	Amendment 0002
765-12	SPRINGFIELD	IL	0.9387	44,000	Basic Solicitation
765-13	SPRINGFIELD	IL	0.7952	44,000	Basic Solicitation
765-24	SPRINGFIELD	IL	0.8511	30,000	Basic Solicitation
765-28	SPRINGFIELD	IL	0.8511	30,000	Basic Solicitation
765-46	SPRINGFIELD	IL	0.7936	3,334	Basic Solicitation
767-19	PUEBLO	CO	0.8160	4,000	Basic Solicitation
769-E8	PETERSON	CO	0.7775	20,000	Basic Solicitation
776-12	FORT DODGE	IA	0.8792	14,000	Amendment 0002
776-13	FORT DODGE	IA	0.7911	14,000	Amendment 0002
776-24	FORT DODGE	IA	0.7926	4,000	Amendment 0002
776-28	FORT DODGE	IA	0.7926	4,000	Amendment 0002
776-83	FORT DODGE	IA	0.7911	2,000	Amendment 0002
776-86	FORT DODGE	IA	0.7911	2,000	Amendment 0002
790-46	MCCONNEL	KS	0.7572	300,000	Amendment 0002
791-46	SELFRIDGE	MI	0.7847	69,467	Basic Solicitation
804-83	DULUTH	MN	0.8356	500	Amendment 0002
813-121	CAMP DOUGLAS	WI	0.9141	1,500	Amendment 0002

LINE ITEM	LOCATION	STATE	BASE REF. PRICE	Quantity	Full Description Location
813-281	CAMP DOUGLAS	WI	0.8006	1,400	Amendment 0002
814-121	CAMP DOUGLAS	WI	0.9140	800	Basic Solicitation
814-131	CAMP DOUGLAS	WI	0.8213	667	Basic Solicitation
814-281	CAMP DOUGLAS	WI	0.7913	3,000	Basic Solicitation
814-83	CAMP DOUGLAS	WI	0.8213	15,000	Basic Solicitation
814-831	CAMP DOUGLAS	WI	0.8213	8,000	Basic Solicitation
814-86	CAMP DOUGLAS	WI	0.8213	6,000	Basic Solicitation
814-861	CAMP DOUGLAS	WI	0.8213	2,400	Basic Solicitation
814-862	CAMP DOUGLAS	WI	0.8213	800	Basic Solicitation
B60-22	GRAND LAKE	CO	0.8643	40,000	Basic Solicitation
B60-27	GRAND LAKE	CO	0.8643	40,000	Basic Solicitation
B61-70	HINES	IL	0.7936	41,667	Basic Solicitation
B62-24	GREENVILLE	IL	0.7705	16,000	Basic Solicitation
B62-28	GREENVILLE	IL	0.7705	16,000	Basic Solicitation
B62-68	GREENVILLE	IL	0.8009	1,667	Basic Solicitation
B71-24	MARION	IL	0.7659	46,667	Basic Solicitation
B71-28	MARION	IL	0.7659	46,667	Basic Solicitation
B71-70	MARION	IL	0.7788	72,000	Basic Solicitation
B79-67	N. CHICAGO	IL	0.9387	20,000	Basic Solicitation
C01-19	AMES	IA	0.8345	40,400	Amendment 0002
C01-26	AMES	IA	0.8345	40,400	Amendment 0002
C41-19	LEAVENWORTH	KS	0.8282	74,400	Basic Solicitation
C41-26	LEAVENWORTH	KS	0.8282	74,400	Basic Solicitation
C41-68	LEAVENWORTH	KS	0.7811	31,200	Basic Solicitation
C42-24	LEAVENWORTH	KS	0.7782	56,667	Basic Solicitation
C42-28	LEAVENWORTH	KS	0.7782	56,667	Basic Solicitation
C42-67	LEAVENWORTH	KS	0.8719	10,000	Basic Solicitation
C42-68	LEAVENWORTH	KS	0.7811	20,000	Basic Solicitation
D45-24	HOUGHTON	MI	0.7922	18,667	Basic Solicitation
D45-28	HOUGHTON	MI	0.7922	18,667	Basic Solicitation
D45-68	HOUGHTON	MI	0.8323	115,800	Basic Solicitation
G21-242	FORT YATES	ND	0.8133	126,667	Basic Solicitation
G21-282	FORT YATES	ND	0.8133	126,667	Basic Solicitation
G40-24	JAMESTOWN	ND	0.8133	20,000	Basic Solicitation
G40-28	JAMESTOWN	ND	0.8133	20,000	Basic Solicitation
G40-46	JAMESTOWN	ND	0.8006	20,000	Basic Solicitation
G60-46	NEW TOWN	ND	0.8369	6,667	Basic Solicitation
G61-46	NEW TOWN	ND	0.8369	20,000	Basic Solicitation
J31-461	EAGLE BUTTE	SD	0.7667	33,333	Basic Solicitation
J50-462	FORT THOMPSON	SD	0.7667	30,000	Basic Solicitation
J50-68	FORT THOMPSON	SD	0.7944	20,000	Basic Solicitation
J61-68	HOT SPRINGS	SD	0.8526	33,333	Basic Solicitation

2. THE CLAUSES LISTED BELOW HEREBY UPDATE THE ABOVE REFERENCED SOLICITATION AND ALL CLINS ASSOCIATED WITH THE SOLICITATION.

C16.14 FUEL, ETHANOL (PC&S) (DESC FEB 2003)

Product shall conform to ASTM D 5798. ASTM D 5798 covers fuel blends for nominally 75 to 85 volume percent denatured fuel, ethanol, and 25 to 15 additional volume percent hydrocarbons. Fuel, ethanol, must meet all requirements of ASTM D 5798 specification, including the requirement that the minimum percentage of ethanol must be seasonally and geographically adjusted in accordance with Tables 1 and 2 of ASTM D 5798. The purpose of adjusting the ratio of ethanol to hydrocarbons is to ensure suitable vehicle operation under varying ambient temperature conditions applicable to the time and place of delivery. The National Stock Number applicable to this product grade is shown below.

NATIONAL STOCK NUMBER

9130-01-470-2024

PRODUCT NOMENCLATURE

Fuel Ethanol for Automotive Spark-Ignition Engines
(DESC 52.246-9FFG)

C16.27 FUEL, BIODIESEL (B20) (DESC JAN 2003)

Offered product shall conform to the following requirements that define a fuel suitable for use in automotive diesel engines.

(a) **PRODUCT COMPOSITIONAL REQUIREMENTS.** Product shall consist of a blend of 20 percent (plus or minus one percent) virgin soybean or rapeseed oil blendstock conforming to the requirements of ASTM D 6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D 975, grade low sulfur number 1-D or grade low sulfur number 2-D.

(b) **PRODUCT PERFORMANCE REQUIREMENTS.** The finished biodiesel blend shall conform to the following requirements:

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Appearance ASTM D 4176,	Clear & Bright Procedure 1	
2. Acid Number, mg KOH/g	ASTM D 664	0.2 max.
3. Density at 15°C, kg/L	ASTM D 4052 ASTM D 1298	0.86 - 0.90
4. Viscosity, mm/S at 40°C	ASTM D 445	1.3 - 4.1
5. Flashpoint, °C	ASTM D 93	Apr - Sep: 52 min. Oct - Mar: 38 min.
6. Cloud point, °C	ASTM D 2500	see (c) below
OR		
Cold Filter Plugging Point, °C	ASTM D 6371	see (c) below
7. Sulfur Content, mass %	ASTM D 2622	0.05 max.
8. Distillation Temperature, °C 90% evaporated	ASTM D 86	338 max.
9. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
10. Cetane Number	ASTM D 613	40 min.
11. Ash Content, mass%	ASTM D 482	0.01 max.
12. Water and Sediment, volume%	ASTM D 2709	0.05 max.
13. Copper Corrosion, 3 hours @ 50°C	ASTM D 130	No. 3

(c) **PRODUCT LOW TEMPERATURE PERFORMANCE.** The lower temperature performance of the B20 shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point (CFPP). Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point tested in accordance with ASTM D 2500 shall be equal to or lower than the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, as specified in Appendix X4 of ASTM D 975. Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP of the B20 shall be a minimum of 10 degrees Celsius below the tenth percentile minimum ambient temperature in the geographical area and seasonal timeframe in which the B20 is to be used, when tested in accordance with ASTM D 6371.

(DESC 52.246-9FEL)

G96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC APR 2003)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the Small Business Office of the Defense Energy Support Center.

(DESC 52.242-9F15)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)

(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 Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003);
(Alternate I (APR 2003)) (Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021 Trade Agreements (APR 2003) (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 Payments Program (MAR 1998); (Alternate I (SEP 1999)) (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)).
- 252.227-7015 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 (MAR 2003) (10 U.S.C. 2227).

- 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)) (10 U.S.C. 2631).
- 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 (FAR 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).

(DFARS 252.212-7001)

128.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC FEB 2003)

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Include the FET as a separate item on the Contractor's invoice.

	<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
	\$0.184	Gasoline	
than 7.55%	\$0.15436	5.7% Gasohol	At least 5.59% but less
than 9.8%	\$0.14936	7.7% Gasohol	At least 7.55% but less
than 10%	\$0.132	10% Gasohol	At least 9.8% but less

(2) **AVIATION GASOLINE.** Include the FET of \$0.194 per gallon as a separate item on the Contractor's invoice.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **JET FUEL.** Include the FET of \$0.219 per gallon as a separate item on the Contractor's invoice.

(6) **BIODIESEL (B-20).** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Include the FET of \$0.1305 per gallon as a separate item on the Contractor's invoice.

(8) **EXEMPT SALES.** Sales of jet fuel and aviation gasoline for military aircraft are tax exempt. Sales to the Army National Guard (for their exclusive use) and the District of Columbia government are also exempt. Contractors authorized by the IRS to sell tax-free gasoline, undyed diesel fuel, and undyed nonaviation kerosene tax-free should obtain tax exemptions certificates for these sales and not invoice the FET.

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes,

kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(d) **NATIONAL OILHEAT RESEARCH ALLIANCE (NORA) ASSESSMENT FEE.** All contract prices exclude the NORA assessment fee on certain fuel used for heating purposes. The Contractor's invoice shall include the NORA assessment fee as a separate line item on fuel oil (burner grades) numbers 1 and 2, dyed high sulfur diesel fuels, and dyed nonaviation kerosene (2-K) if applicable to the end user (Federal Civilian activities only) and if applicable in the state where delivery is made.

(e) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. The Contractor should include this tax as a separate item on the Contractor's invoice only if no exemption applies.

(f) **TEXAS PETROLEUM PRODUCTS FEE.** All contract prices exclude the Texas Petroleum Products Fee. The Contractor should include this fee as a separate item on the Contractor's invoice.

(g) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

1209.09 EXTENSION PROVISIONS (DESC APR 2003)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)