

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE FEBRUARY 20, 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 Clause B19.02.100, ECONOMIC PRICE ADJUSTMENT of the Offer Submission Package as follows:

(1) Add to paragraph (c)(2)(iii) on page OSP-2 -“The established price posted by “Platts” and published in LPGaswire.”

(2) Table k is revised as follows:

I	II	III	IV	VI
Liquefied Petroleum Gas	(c)(2)(iii)	Postings/Contracts	FOB Algeria	\$316.25

Effective 01 January 2004, the calculation is as follows:

$$\text{Propane (FOB Bethioua)} \$312 \times .3 + \text{Butane } \$318 \times .7 = \$316.25$$

Prices for LPG are adjusted monthly. Each month's price adjustment for LPG shall be based on the referenced price above for the current month. The price is published the first day of month and shall be used for that month.

- c. In the solicitation and amendments wherever “Tupras ... or commercial equivalent” is identified as the specification for a particular product, revise to read:
“Meets or exceeds Tupras ... specification”.

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

(j) **RISK OF LOSS AND TITLE.** Title and risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until the Contractor completes download of product at the final delivery destination in Iraq. The Contractor bears all risk and responsibility for loss or damage to product and 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 such risks. The Government will not reimburse the Contractor for claims stemming from loss or damage to product or equipment or personal injury or death of employees, agents or subcontractors during transportation or delivery of product.

- e. Revise SPECIAL NOTE 7 on page 2 of amendment 0001 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 Turkish customs checkpoint;
- (vii) Stamp and signature from delivery location;
- (viii) Printed name, rank, and signature of U.S. Military representative certifying download.

f. Revise SPECIAL NOTE 8 on page 5 of solicitation to read:

8. **INVOICE QUANTITY DETERMINATION**: Quantity will be determined at the loading point by scales in accordance with the QUANTITY DETERMINATION clauses. The invoice quantity shall be verified at the Turkish customs vicinity Harbur Gate. A quantity variation between the load weight established at the loading point and the verified weight with Customs at the Harbur Gate shall not exceed 3%.