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|---|--|--|--|--|-------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 of 8 |
| 2. AMENDMENT/MODIFICATION NO. 0001 | | 3. EFFECTIVE DATE July 1, 2003 | | 4. REQUISITION/PURCHASE REQ. NO. | |
| 5. PROJECT NO. (If applicable) | | 6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 FAX (703) 767-8506 BUYER/SYMBOL: HEIDI OERTLEY/DESC-PEC PHONE: (703) 767-9506 | | 7. ADMINISTERED BY (If other than Item 6) CODE | |
| 3. EFFECTIVE DATE July 1, 2003 | | 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. SP0600-03-R-0037 | | |
| | | | 9b. DATED (SEE ITEM 11) 31 JANUARY 2003 | | |
| | | | 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 <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 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 MUTUAL AGREEMENT OF THE PARTIES AND CLAUSE I1.03-3, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS | | | | | |
| 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.) | | | | | |
| SP0600-03-R-0037 | | TURKEY PC&S | | PURCHASE PROGRAM 1.8K | |
| SEE ATTACHED | | | | | |
| 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 | |
| BY _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | |
| | | | | 16C. DATE SIGNED | |

A. **ACKNOWLEDGE THIS AMENDMENT.** All offerors are reminded to acknowledge receipt of this amendment by completion of Blocks 8, 15A, 15B, and 15C of this form and return to DESC by closing time and date of negotiations – 3:00 pm local time July 31, 2003, Ft. Belvoir, VA. Facsimile number is 703-767-8506.

B. **EXTENSION OF YOUR OFFER PRICES.** Under Clause L2.05-5, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (PC&S) (DESC AUG 2001), the period of acceptance of offers is hereby extended from 130 to 230 calendar days.

C. **NEGOTIATIONS.** Please make reference to Block 7, paragraph B, NEGOTIATIONS found on page 2 of DD1707 of the solicitation. It is a choice and NOT required to participate in face-to-face negotiations. However, it is better to process the necessary clearances immediately and decide later NOT to participate in face-to-face negotiations than to elect on short notice to participate in face-to-face negotiations and the necessary clearances are not approved prior to close of negotiations. This amendment corrects the telephone number to 202-612-6775 and point of contact to Erdem Ibici at the Turkish Embassy in Washington DC. If your company is considering participation in face-to-face negotiations prior to its closing date, DESC recommends you contact the Turkish Embassy in Washington DC now (before negotiations opens) to request a six-month recurring visit to DLA Headquarters, Fort Belvoir, VA in the United States to start immediately. The Turkish Embassy in the Washington, DC is the only agency able to process: 1) a country clearance; and 2) clearance (permission) to enter DLA Headquarters Complex located on a U.S. military installation. It takes a minimum of 30 days to process clearances. Your company will be asked to provide the address and points of contact at DESC:

Director, Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Fort Belvoir, VA 22060-6222

Heidi Oertley, Contract Specialist, Telephone 703-767-9506
Mark Q. Jones, Contracting Officer, Telephone 703-767-9520

D. **CORRECTIONS TO SOLICITATION'S INDEX.** Please make reference to the Index found on pages 3 and 4 of Standard Form (SF) 1449 of the solicitation. Administrative corrections to typographical errors are highlighted below; the correctly dated clause was included in the solicitation on the page noted:

G3.01 PAYMENT DUE DATE (DESC OCT 1988)
G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC OCT 2001)

E. **SOLICITATION CLAUSES TO BE DELETED AND REPLACED:**

Delete

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000) on pages 31-33.
G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE
(DESC JUN 2000) on page 37.
I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994) on page 47.

Replace with

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003) on pages 31-33.
G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS – CORPORATE TRADE EXCHANGE
(DESC FEB 2003) on page 37.
I209.09 EXTENSION PROVISIONS (PC&S) (DESC APR 2003 1994) on page 47.

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)(a) **WARRANTIES.** The Contractor warrants that--

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

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

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

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

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101,

Definitions.

(5) **Date of delivery** means--(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading;

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

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and

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

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

[X] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

[] The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

[] The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[] (i) The low price published in _____.
(name of publication)

[] (ii) The average of the prices published in **PLATT'S OILGRAM REPORT**.
(name of publication)

[] (iii) The established price posted by _____.
(name of company)

and published in _____.
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. 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 or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **Contracting Officer, Defense Energy Support Center, ATTN: DESC-PEC, 8725 John J. Kingman Rd., Suite 4950, Ft. Belvoir, VA 22060-6222** of any changes in the reference price in writing within 15 calendar days from the date thereof.

B19.02 (CONT'D)

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **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 and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **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 during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) 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.

(2) 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.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

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

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

(4) 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 adjustment described 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 the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

B19.02 (CONT'D)

(h) **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 clause, apply unless otherwise specified in the Schedule.

(i) **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.

(j) **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.

(k) **TABLE.**

| I | II | III | IV | V | VI | VII |
|-------------------------|--|---|--|--|---|--|
| Item No. (listed items) | Name of company/publication (identify by number from (c)(2) above) | If company - name of product; If publication - heading under which reference price is published and name of product | Location where reference price is applicable | Method of delivery applicable to the reference price | Reference price as of 01 DEC 2002 (date) (exclude all taxes) | Maximum price payable under this contract (includes any tax included in the award price) |
| Mogas (-77) | Platt's | CIF Med Basis Genova/Lavera Prem Unlead | Ankara, Izmir, Incirlik, Istanbul | Truck | \$0.6634/USG | See Part B, paragraph (h) |
| Diesel (-80) | Platt's | CIF Med Basis Genova/Lavera Gasoil 0.2 | Ankara, Izmir, Incirlik, Istanbul | Truck | \$0.7101/USG | See Part B, paragraph (h) |

Prices are adjusted monthly. Each month's price adjustments are calculated based on the Platt's European average prices from the previous month using the headings and product postings identified above. The premium unleaded gasoline average price is converted from US dollars per metric ton to US dollars per gallon using the gallon to metric ton conversion rate of 355.42 gallons per ton. The gasoil 0.2 (diesel) average price is converted from US dollars per metric ton to US dollars per gallon using the gallon to metric ton conversion rate of 315.30 gallons per ton. An example of the December 2002 base reference price calculation is as follows:

| Posting | Product | November 2002 European Averages | | |
|-----------------------------|-------------|---------------------------------|----------|----------|
| | | High | Low | Average |
| CIF Med Basis Genova/Lavera | Prem Unlead | \$236.88 | \$234.69 | \$235.79 |
| CIF Med Basis Genova/Lavera | Gasoil 0.2 | \$224.52 | \$223.36 | \$223.89 |

Metric Ton to Gallon Conversion:

| | |
|---------------------|-----------------------------------|
| Prem Unlead | $\$235.79 \div 355.45 = \0.6634 |
| Gasoil 0.2 (Diesel) | $\$223.89 \div 315.30 = \0.7101 |

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC FEB 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

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)