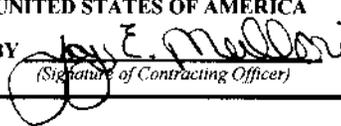


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 21	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL - DEBORAH CORBIN/DESC-BZD PHONE - (703) 767-9296		SC0600		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 SP0600-03-R-0116		
			9b. DATED (SEE ITEM 11) June 20, 2003		
			10a. MODIFICATION OF CONTRACT/ORDER NO.		
			10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
[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. 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, 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 [X] is not, [] is required to sign this document and return <u> </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The following changes set forth herein are incorporated into Solicitation SP0600-03-R-0116.					
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 18 July 2003	

SF30

1. The following changes are made to the Commercial Package (Changes need to also be made in index accordingly):
 - a. Page C-1, **DD Form 1707, Feb 2002, Paragraph 5**, the delivery periods are hereby modified as follows:
 - Delivery Period - October 16, 2003 - June 30, 2004 plus a 30-day carry-over period
 - Option Period 1 - July 01, 2004 - December 31, 2004 plus a 30-day carry-over period
 - Option Period 2 - January 01, 2005 - June 30, 2005 plus a 30-day carry-over period
 - b. Page C-8, Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)** is hereby deleted and replaced by Clause **I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)** which appears on Page 4 of this amendment.
 - c. Page C-1, Clause **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)** is hereby deleted and replaced by Clause **I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)** which appears on Page 6 of this amendment.
2. The following changes are made to the Addendum Package (Changes need to also be made in index accordingly):
 - a. Page A-5, Clause **B1 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC SEP 1996)** is hereby deleted and replaced by Clause **B1.100 SUPPLIES TO BE FURNISHED (INDEFINITE QUANTITY) (DESC JUL 2003)** which appears on Page 8 of this amendment.
 - b. Page A-25, Clause **E22 LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS (DESC JAN 2003)** is hereby deleted and replaced by Clause **E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC MAY 2003)** which appears on Page 17 of this amendment.
 - c. Page A-32, Clause **F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)** is hereby deleted and replaced by Clause **F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)** which appears on Page 19 of this amendment. Delivery Period changes need to also be made on the Addendum Package and Offeror Submission Package cover sheets accordingly.
 - d. Page A-43, Clause **I86.12 DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT (BULK) (DESC APR 2001)** is hereby deleted in its entirety.
 - e. Page A-45, Clause **I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)** is hereby deleted and replaced by Clause **I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)** which appears on Page 20 of this amendment.
 - f. Page A-46, Clause **L115 F.O.B. ORIGIN AND/OR DESTINATION EVALUATION (APR 1984)** is hereby deleted in its entirety.

- g. Page A-48, Clause **M41.02 EVALUATION OF OFFERS (OTHER THAN OFFERS INVOLVING F.O.B. TANKER LOADING) - TRANSPORTATION RATES AND RELATED COSTS (DESC JUL 1991)** is hereby deleted in its entirety.
 - h. Page A-50, Clause **M74 USE OF DESP BY COMMERCIAL SUPPLIER OFFERING PRODUCT UNDER DESC SOLICITATIONS (DESC AUG 1983)** is hereby deleted in its entirety.
3. The following changes are made to the Offeror Submission Package: Page O-5 **OFFER SCHEDULE** is hereby deleted and replaced by the **OFFER SCHEDULE** which appears on Page 21 of this amendment.
 4. Please acknowledge receipt and acceptance of this amendment.

II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

- 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
- 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). Alt I. Alt II.
- 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). Alt I.
- 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).
- 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- 52.222-26, Equal Opportunity (E.O. 11246).
- 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

11.04 CONT'D

52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). Alt I (42 U.S.C. 6962(i)(2)(C)).

52.225-1, Buy American Act -- Supplies (41.U.S.C. 10a - 10d).

52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). Alt I. Alt II.

52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).

52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).

52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

52.225-16, Sanctioned European Union Country Services (E.O. 12849).

52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

52.232-36, Payment by Third Party (31 U.S.C. 3332).

52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer must check as appropriate.]

52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).

52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

11.04 CONT'D

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et. seq.).
(FAR 52.212-5)

11.05 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).

II.05 CONT'D

- 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)

B1.100 SUPPLIES TO BE FURNISHED (BULK) (DESC JUL 2003)

- (a) This is an indefinite quantity type contract in accordance with Clause 181 **INDEFINITE QUANTITY**.
- (b) The supplies to be furnished during the contract period and all associated data are as follows:

Basic Requirement

(9-month delivery period: October 16, 2003 through June 30, 2004 plus a 30-day carry-over period)

**TURBINE FUEL, AVIATION (JP8)
 PURCHASE PROGRAM 2.99**

NSN: 9130-01-031-5816
 PURCHASE REQUEST NO. SC0600-03-0000
 SPECIFICATION: U.K. Defence Standard 91-91/Issue 4 dated 14 June 2002
 (See Clause C16.08-9)

THE TOTAL ESTIMATED JP8 QUANTITY IS -- 39,847,000 USG

NOTE: Please note that if you are unable to supply JP8 at the beginning of the delivery period, JA1 may be supplied in accordance with the UK Defense 91-91/Issue 4 dated 14 June 2002 for a **60-day period**. This will allow time for the awardee to purchase injectors and additives.

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0001	W91DW9	997000004	KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN

QUANTITY 12,330,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	REQUIRED	REQUIRED	REQUIRED

NOTE A: In accordance with Clause 181 **INDEFINITE QUANTITY**, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 2,466,000 USG.
2. The maximum quantity required is 12,330,000 USG.

NOTE B: The minimum/maximum daily quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The daily requirement is estimated as follows:

1. The minimum daily quantity required is 25,000 USG per day.
2. The maximum daily quantity required is 45,000 USG per day.

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0002	W91DW4	997000005	BAGRAM AIR BASE BAGRAM, AFGHANISTAN

QUANTITY 27,400,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	REQUIRED	REQUIRED	REQUIRED

NOTE A: In accordance with Clause 181 **INDEFINITE QUANTITY**, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 5,480,000 USG.
2. The maximum quantity required is 27,400,000 USG.

NOTE B: The minimum/maximum daily quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The daily requirement is estimated as follows:

1. The minimum daily quantity required is 40,000 USG per day.
2. The maximum daily quantity required is 100,000 USG per day.

B1.100 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0003	UCSHAM	997000006	SHAMSI AIRFIELD SHAMSI, PAKISTAN

QUANTITY 117,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	REQUIRED	REQUIRED	REQUIRED

NOTE A: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 23,400 USG.
2. The maximum quantity required is 117,000 USG.

NOTE B: The minimum monthly quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The monthly requirement is estimated as follows: The minimum monthly quantity required is 13,000 USG per month.

B1.100 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0003	UCSHAM	997000006	SHAMSI AIRFIELD SHAMSI, PAKISTAN

QUANTITY 78,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	REQUIRED	REQUIRED	REQUIRED

NOTE A: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 15,600 USG.
2. The maximum quantity required is 78,000 USG.

NOTE B: The minimum monthly quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The monthly requirement is estimated as follows: The minimum daily quantity required is 13,000 USG per month.

B1.100 CONT'D

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0003	UCSIAM	997000006	SHAMSI AIRFIELD SHAMSI, PAKISTAN

QUANTITY 78,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	REQUIRED	REQUIRED	REQUIRED

NOTE A: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 15,600 USG.
2. The maximum quantity required is 78,000 USG.

NOTE B: The minimum monthly quantity is provided for informational purposes only, it does not constitute any obligation on the part of the Government. The monthly requirement is estimated as follows: The minimum daily quantity required is 13,000 USG per month.

B1.100 CONT'D

Option 1 - (6-month delivery period: July 01, 2004 through December 31, 2004 plus a 30-day carry-over period)

LOW LEAD MOTOR GASOLINE (MG6)

PURCHASE PROGRAM 2.99

NSN: 9130-01-147-1346

PURCHASE REQUEST NO. SC0600-03-0000

SPECIFICATION: PAKISTAN STANDARDS INSTITUTE SPECIFICATION FOR PETROL

THE TOTAL ESTIMATED MG6 QUANTITY IS -- 128,800 USG

.....

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0101	W91DW9	997000004	KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN

QUANTITY 36,800 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	NONE	NONE	NONE

NOTE: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 7,360 USG.
2. The maximum quantity required is 36,800 USG.

.....

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0102	W91DW4	997000005	BAGRAM AIR BASE BAGRAM, AFGHANISTAN

QUANTITY 92,000 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	NONE	NONE	NONE

NOTE: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 18,400 USG.
2. The maximum quantity required is 92,000 USG.

B1.100 CONT'D

Option 2 - (6-month delivery period: January 01, 2005 through June 30, 2005 plus a 30-day carry-over period)

LOW LEAD MOTOR GASOLINE (MG6)

PURCHASE PROGRAM 2.99

NSN: 9130-01-147-1346

PURCHASE REQUEST NO. SC0600-03-0000

SPECIFICATION: PAKISTAN STANDARDS INSTITUTE SPECIFICATION FOR PETROL

THE TOTAL ESTIMATED MG6 QUANTITY IS -- 126,700 USG

.....

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0101	W91DW9	997000004	KANDAHAR INTERNATIONAL AIR PORT KANDAHAR, AFGHANISTAN

QUANTITY 36,200 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	NONE	NONE	NONE

NOTE: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 7,240 USG.
2. The maximum quantity required is 36,200 USG.

.....

<u>LINE ITEM</u>	<u>DODAAC</u>	<u>SPLC</u>	<u>LOCATION</u>
0102	W91DW4	997000005	BAGRAM AIR BASE BAGRAM, AFGHANISTAN

QUANTITY 90,500 USG

<u>MODE</u>	<u>FSII</u>	<u>SDA</u>	<u>CI</u>
TT	NONE	NONE	NONE

NOTE: In accordance with Clause I81 INDEFINITE QUANTITY, the estimated minimum and maximum quantities are established as follows:

1. The minimum quantity required is 18,100 USG.
2. The maximum quantity required is 90,500 USG.

General Notes are not repeated as they remain unchanged.

E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC MAY 2003)

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c).

(a) AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES (CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	110	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

EXCEPTIONS:

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

**(b) AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)
 (INCLUDING ALASKA AND HAWAII):**

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 ²	Egypt	400	Laos	350 ¹	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 ¹
Armenia	200	Europe (Continental)	200	Malaysia	350 ¹	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 ¹	South America	111
Australia	350 ¹	Greenland	200	Malta	200	Sri Lanka	350 ¹
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 ¹
Bangladesh	350 ¹	India	350 ¹	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 ¹	Myanmar	350 ¹	Thailand	350 ¹
Bhutan	350 ¹	Ireland	200	Nepal	350 ¹	Turkey	200
Brunei	350 ¹	Iraq	400	New Zealand	350 ¹	Turkmenistan	400
Cambodia	350 ¹	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400	Papua New Guinea	310	Vietnam	350 ¹
Central America	111	Kazakhstan	400	Philippines	350 ¹	Wake Island	310
Chagos Archipelago	300	Kenya	400	Qatar	400	Yemen	400
Comoros	200	Korea	330	Ryukus Islands, Japan	340		
Cyprus	200	Kuwait	400				

E22 CONT'D

^[1] A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

^[2] Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

(c) INSPECTION OFFICES AND CODES.

- 110. DESC Americas -- East
Federal Building, Room 1005
2320 LaBranch Street
Houston, TX 77004-1091
Phone: (713) 718-3883
FAX: (713) 718-3891

- 111. DESC Homestead
360 Coral Sea Blvd.
Homestead AFB, FL 33039-1299
Phone: (305) 258-7454/55/56
FAX: (305) 258-7761

- 120. DESC Americas -- West
3171 N Gaffey Street
San Pedro, CA 90731-1099
Phone: (310) 900-6960
FAX: (310) 900-6973

- 200. DESC Europe
ATTN: Quality Manager
CMR 443, Box 5000
APO AE 09096-5000
[Location: Wiesbaden, Germany]
Phone: 49-611-380-7413/7541³
FAX: 49-611-380-7406³

- 300. DESC Pacific
ATTN: Quality Manager
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-1173
FAX: (808) 477-5710

- 310. DESC Middle Pacific
Building 11
Camp H M Smith, HI 96861
Phone: (808) 477-5441
FAX: (808) 477-5710

- 320. DESC Alaska
10480 22nd Street
Elmendorf AFB, AK 99506-2500
Phone: (907) 552-3949
FAX: (907) 753-0517

E22 CONT'D

330. DESC Korea
Building T-383 (CP OSCAR)
APO AP 96218-0171
[Location: Camp Walker, Taegu, Korea]
Phone: 82-53-470-5204³
FAX: 82-53-470-5103³
340. DESC Japan
Yokota Building 714, Room 211/B-18
Unit 5266
APO AP 96328-5266
[Location: Yokota AB, Japan]
Phone: 81-311-755-2673³
FAX: 81-311-755-3598³
350. DESC Singapore
PSC 470, Box 2700
FPO AP 96534-2700
Phone: 65-287-7626³
FAX: 65-288-6540³
400. DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650³
FAX: 973-724-670³

^[3] Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

F1.25 DELIVERY AND ORDERING PERIODS (DESC JUL 1995)

- (a) This clause applies to all modes of delivery, whether origin or destination.
(b) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, shall be as follows unless the item in the Schedule specifies otherwise:

For the basic requirement:

- (1) Ordering Period Begins: Date of Award and Ends: June 30, 2004.
(2) Delivery Period Begins: October 16, 2003 and Ends: June 30, 2004 plus a 30-day carryover period.

For the basic requirement:

- (1) Ordering Period Begins: Date Option is Exercised and Ends: December 31, 2004.
(2) Delivery Period Begins: July 01, 2004 and Ends: December 31, 2004 plus a 30-day carryover period.

For the basic requirement:

- (1) Ordering Period Begins: Date Option is Exercised and Ends: June 30, 2005.
(2) Delivery Period Begins: January 01, 2005 and Ends: June 30, 2005 plus a 30-day carryover period.

F1.25 CONT'D

(c) Notwithstanding the foregoing, deliveries made prior to the delivery period at the option of the Contractor and pursuant to an order by the Government shall be deemed to have been made under this contract at the applicable contract price(s).

(d) Notwithstanding the foregoing delivery period(s), if an order is placed prior to the end of the ordering period that requires delivery within 30 days following the end of the ordering period, the Contractor shall deliver the ordered volume.

(e) Insofar as practicable, the Government will attempt to lift in approximately equal monthly quantities for the life of the contract. However, if the monthly pro rata for tanker lifting is less than the Contractor's maximum parcel size, the Government reserves the right to order volumes equal to the maximum parcel size per delivery.

(f) Unless otherwise specifically stated in this contract, and notwithstanding (c) above, where the total estimated quantity for any individual product or grade of product awarded under this contract is equal to or less than 30,000 barrels, the Government may order, and the Contractor shall deliver, if ordered, the entire quantity in one delivery.

(g) Nothing included in this clause shall restrict the Government's rights under the DELIVERY-ORDER LIMITATIONS - SCOPE OF CONTRACT clause. (DESC 52.242-9F70)

I209.07 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days, **PROVIDED**, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 669 days.

(FAR 52.217-9)

NOTE: Review the Schedule of Requirements located in the this Amendment on Page 8 through 16, and complete the **OFFER SCHEDULE** and **OFFER INFORMATION SHEET**.

OFFER SCHEDULE

ITEM	PRODUCT	QUANTITY (USG)	MODE /DEST (D)	RECEIVING ACTIVITY LOCATION/FOB POINT	OFFER UNIT PRICE TO EXCLUDE TRANSPORTATION COST (USD/USG) EFFECTIVE MAY 01, 2003	UNIT COST OF TRANSPORTATION (USD/USG)
			TT/D			
			TT/D			
			TT/D			
			TT/D			
			TT/D			
			TT/D			

NOTE: Please provide one offer price for the basic requirement/options. If the Government decides to exercise the option periods, the extended contract would just continue to escalate the basic prices. See Page A-48, Clause **M43.05 EVALUATION OF OPTIONS**.