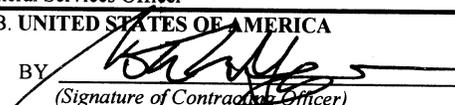


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. Amendment No. 1		3. EFFECTIVE DATE December 20, 2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY American Embassy Corner Metochiou & Ploutarchou Streets Engomi, 2407 Nicosia, Cyprus		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		X		9a. AMENDMENT OF SOLICITATION NO. S-CY600-12-Q-0003	
				9b. DATED (SEE ITEM 11) December 9, 2011	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p><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 checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended</p> <p>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 <b>one (1)</b> copy 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.</p> <p><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)					
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.)					
Pages 3 - 6 of Solicitation No. S-CY600-11-Q-0003 are hereby deleted and the following pages 3 - 6 are hereby substituted in lieu thereof.					
<b>The closing date is extended until January 4, 2012 at 1000 hours local time.</b>					
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 John Gage General Services Officer		
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 December 20, 2011

**SECTION 1 - THE SCHEDULE**  
CONTINUATION TO SF-1449  
RFQ NUMBER SCY600-12-Q-0003  
PRICES, BLOCK 23

1. Prices

The contractor shall provide and deliver high grade heating oil to the U.S. Embassy and various residences, as described in this solicitation. The contract type will be a fixed price with economic price adjustment indefinite quantity/indefinite delivery under which may be placed firm fixed-price delivery orders. The price of the contract will be based on the discount proposed by the contractor on the Minimum Market Selling Price for Heating Oil in Nicosia issued by the Ministry of Commerce, Industry & Tourism on a monthly basis, less VAT and Custom Duties.

[http://www.mcit.gov.cy/mcit/mcit.nsf/dmloilnew\\_gr/dmloilnew\\_gr?OpenDocument&state=nicosia&dateformatted=06122011&dateSelectedIndex=16&d=201112](http://www.mcit.gov.cy/mcit/mcit.nsf/dmloilnew_gr/dmloilnew_gr?OpenDocument&state=nicosia&dateformatted=06122011&dateSelectedIndex=16&d=201112). The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and transportation necessary to supply and deliver the heating oil to the American Embassy and various residences in Nicosia. In consideration of satisfactory performance of all scheduled services required under this contract, the contractor shall be paid a firm fixed-price for each delivery. The contractor shall be compensated monthly upon receipt of a proper invoice for all deliveries made under delivery orders during the month.

I. Base Period - January 23, 2012 to January 22, 2013

	<u>Estimated Quantity/year</u> (In liters)	Minimum Market Price (GOC) * Excluding VAT Excluding Duty	Discount (Euro/liter)	<u>Unit Price</u> (Euro)	<u>Total</u>
a) Diesel Heating Oil	100,000	€7544	_____	_____	_____
b) Kerosene Heating Oil	35,000	€7544	_____	_____	_____

**GRAND TOTAL (a+b)**

\_\_\_\_\_

\* For evaluation purposes this is based on the Minimum Market Selling Price for Heating Oil in Nicosia issued by the Ministry of Commerce, Industry & Tourism dated December 6, 2011 less VAT and Custom Duties.

Diesel Heating Oil: €1.011 per liter - VAT €0.13187 - Duty €0.12473 = €7544

Kerosene Heating Oil: €1.011 per liter - VAT €0.13187 - Duty €0.12473 = €7544

See Section I of Continuation of Block 20 for minimum and maximum amounts.

**CONTINUATION TO SF-1449**  
RFQ NUMBER SCY600-12-Q-0003  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**I. Scope of Work**

For the year of the contract, the U.S. Government guarantees a minimum order of 20,000 liters of heating oil. The maximum amount of fuel ordered under this contract shall not exceed 300,000 liters.

The contracting officer may issue oral orders that will be confirmed in writing.

The heating fuel provided will be high grade heating oil. For supply and delivery of the fuel, the contractor shall be paid the fixed price per unit as listed above. This price is not to exceed any official rate, as set by laws enacted by the Government of Cyprus.

**A. Ordering:**

The U.S. Government will submit (electronically) to the Contractor a list describing in detail the delivery points, indicating Building Id number, authorized person to accept delivery, exact address, Postal code, tank capacity and if any peculiarities, regarding delivery points approachability i.e. long hose, terrace tank etc.

The authorized U.S. Government's representative, will call the Contractor from 08:00 to 17:00 hours Monday through Friday and will place order(s) mentioning the Building ID number assigned by the U.S. Government, required quantity, date and time. The U.S. Government's representative will combine orders if possible, around the same directional route and hand them collectively to the Contractor.

The unit price per liter will be the rate on the date the delivery order is issued. i.e. Minimum Market Selling Price for Heating Oil in Nicosia issued by the Ministry of Commerce, Industry & Tourism, less VAT, Custom Duties and Contractor Discount.

**B. Delivery:**

Delivery must be executed within 48 hours from the date placing the order, between the hours of 08:00 to 17:00, Monday through Friday, except all Cyprus & American holidays. In case of emergencies, the contractor shall deliver heating fuel within 24-hour advance notification, if requested. The contractor shall promptly deliver the oil by tanker truck on the date and time that are specified on delivery orders issued under the contract. Any contractor personnel involved with the delivery of the oil shall comply with Embassy regulations for receiving supplies. The Contracting Officer's Representative (COR) will be responsible for instructing contractor personnel at the time deliveries are made. The driver of the tanker truck must submit a delivery receipt to the COR for approval at the time any delivery is made.

**C. Invoicing:**

Designated Billing Office. The Contractor shall submit to the designated billing office invoice(s) for all services under this contract at the following address:

Financial Management Center  
American Embassy  
P.O. Box 24536  
1385 Nicosia

Invoices must include the contract number and delivery order number and will be checked, matched with respective delivery receipts, delivery orders, and processed for payment. If a delivery receipt is missing, the Contractor agrees to provide a copy, when requested.

In case of quantity discrepancy the Contractor agrees to issue a credit note for the quantity discrepancy and the U.S. Government will reimburse the Contractor **only** for the quantity received.

Invoices shall be submitted monthly and payments shall be made monthly by the Government, electronically transferred to the Contractor's bank account.

**D. Customs Duties, Taxes and Fees:**

- A. The contract prices include all expenses incidental to delivery of the specified products (transit prices), exclusive of Cyprus Government customs duties and fees. The U.S Government will furnish to the contractor as soon as possible all documents required for clearance, free of customs duties, taxes and fees, of petroleum products under this contract. However, customs clearance formalities will be the contractor's responsibility.
- B. The U.S. Government is exempt from the payment of any taxes and duties and agrees to furnish the Contractor the relevant Tax Exemption certificate issued by the Ministry of Finance.

**E. Price Adjustment:**

(a) The unit price per liter of heating oil may be adjusted based on increases or decreases in the official price of heating oil, mandated by the Government of Cyprus.

(b) To request an adjustment in price, the Contractor must provide written notification of the price change to the Contracting Officer at least one week before the new price is to be effective. This notification must be accompanied by a copy of the official announcement of the price change, showing the new price and its effective date. The officer or general partner of the Contractor having overall responsibility for the Contractor's affairs shall certify the submission by written signature.

(c) The U.S. Government will make no adjustment to the contract price that relates to any wages, overhead, fixed costs, general and administrative expenses, materials, or profit. Only the amount which is a direct result of an increase or decrease in the price of oil to be delivered under this contract shall be considered by the U.S. Government as the basis for contract price adjustments.

(d) The Contractor may not request an adjustment under this clause after final payment has been made under this contract.

(e) This clause shall only apply to laws enacted by the government of Cyprus which meet the criteria set forth above. The U.S. Government will make no adjustments in contract price due to currency devaluations or fluctuations in exchange rates.