

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 23 OCT 2008	4. REQUISITION/PURCHASE REQ. NO. SP0600-08-0751	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER (DESC-MK) BLDG 1621-K 1014 BILLY MITCHELL SAN ANTONIO, TEXAS 78226-1859 BUYER: MARIA Q. NG/210-925-6845		7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6	CODE SP0600	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)			(4)	9A. AMENDMENT OF SOLICITATION NO. SP0600-09-R-0300
			X	9B. DATED (SEE ITEM 11) 2 OCT 2008
				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 one (1) 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. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data 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.				
(4)	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.)				
CONTINUED ON PAGES 2 THROUGH 3 OF 3				
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) SYLVIA T. URIAS-VALLEJO	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

CONTINUED FROM PAGE 1, BLOCK 14

This amendment is being issued to correct Amendment 0001 and to replace the following clause: I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS.

A. Effective date of Amendment 0001 is hereby added as follows: **16 Oct 2008.**

B. Clause **I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC AUG 2008)** is hereby deleted in its entirety. Clause **I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC OCT 2008)** is hereby incorporated. Paragraphs (a), (b), (d), (g), (h) and (i) contain changes as follows:

I116.05.100 RESPONSIBILITY FOR GOVERNMENT-OWNED AEROSPACE ENERGY PRODUCTS (DESC OCT 2008)

(a) Government-owned aerospace energy products stored under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned aerospace energy product in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) Government-owned aerospace energy products shall not be commingled in the same tank, truck, or any other storage container with non-Government-owned product. Actual physical segregation of Government-owned product shall be maintained in addition to separate inventory accountability for Government-owned product. If the Contractor produces/blends new product on top of existing Government-owned product and the resultant inventory fails to meet specification the Contractor shall, at their expense, replace on a one-for-one gallon basis the amount of Government-owned product that was caused to go off-spec.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(g) In order to maintain accountability and control over Government-owned product and other property located at the Contractor's facility, it is necessary to designate the Contractor's facility as a Defense Fuel Support Point (DFSP). As a designated DFSP, the Contractor will be required to submit a MONTHLY INVENTORY TRANSACTIONS REPORT (MISSILE PROPELLANTS), DD Form 2924. Entries on the MITR must be supported by DD Form 2913, MISSILE PROPELLANTS CONSOLIDATION AND REPORTING OF SALES (MITR); DD Form 1348-7, DoD MILSPETS DFSP SHIPMENT AND RECEIPT DOCUMENT; DD Form 1898, FUEL SALE SLIP; and DD Form 250, MATERIAL INSPECTION AND RECEIVING REPORT, as appropriate. All DD Forms i.e., 2913, 2924, 1348-7, and 1149 etc. are

available in a writeable PDF format at the DOD Forms Web Site
(<http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>).

The original MITR Package will be mailed no later than the tenth calendar day of each month to—

ATTN: DESC-RRP, AEROSPACE ENERGY
DEFENSE ENERGY SUPPORT CENTER
BUILDING 1621
1014 BILLY MITCHELL
SAN ANTONIO, TEXAS 78226-1859

(1) The applicable DESC Inventory Manager will issue the DD Form 1149, REQUISITION AND INVOICE/SHIPPING DOCUMENT, for all issues and distribution of aerospace energy products from inventory in storage. The Contractor shall provide points of contact, alternate points of contact, and an emergency point of contact for scheduling shipments.

(2) Net inventory determinations of Government-owned product shall be performed on the first workday of each month.

(i) Quantity calculations shall be in accordance with the DETERMINATION OF QUANTITY clause.

(ii) DD Form 2924, MONTHLY INVENTORY TRANSACTIONS REPORT (MISSILE PROPELLANTS), shall be prepared by the Contractor at the first of each month to include the beginning inventory, receipts, sales, transfers, losses/gains, and the ending inventory of the previous month. Bulk, drum, cylinder, and/or GPTU inventories shall be reported under separate columns on the DD Form 2924 and will be reported each month in the appropriate unit of issue, NSN, and nomenclature.

(iii) All quantities shall be reported in gallons.

(iv) Monthly inventory variances shall be calculated and excessive variances shall be investigated. Variances in excess of 0.25% shall be considered excessive and will require investigation and a written explanation to accompany the associated MITR. To calculate inventory variance percentages, determine the variance between the ending book and ending physical inventory for the month and divide the variance by the sum of the beginning physical inventory and receipts, transfers in, regrade increases and determinable gains. Multiply the result by 100 to determine percentage factor. A sample calculation formula would be: (monthly inventory variance) ÷ (the sum of the beginning of the month physical inventory, receipts, transfers in and other determinable inventory increases) X 100.

(h) All information reported on DD Form 2924 shall be considered proprietary data and shall not be released to any activity or organization outside DLA/DESC.

(i) All records and documents identified above are DLA/DESC-accountable records and must be retained six years and three months after final payment.

(DESC 52.245-9F50)