

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE September 4, 2002	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX (703) 767-8757 BUYER/SYMBOL – B. JACKSON/DESC-EPP PHONE (703) 767-8534 P.P. 8.2		SC0600	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. SP0600-01-R-0115	
			9b. DATED (SEE ITEM 11) 26 September 2001	
			10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<p>[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</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 <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.</p> <p>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.</p>				
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. I2.05 CHANGES-FIXED PRICE (AUG 87)				
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: FAR 43.01				
OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor [] is not, [] 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.)				
<p>This amendment is issued to incorporate the following changes to Solicitation SP0600-01-R-0115:</p> <p>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.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER RICHARD L. MANN	
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	

1.) The purpose of this amendment is to **delete** Paragraphs 22.2 and 28.2 in the Section J Attachments J50 through 58, J60 through 69, J70 through 79, and J80 through 82, Right-of-Way (ROW) as originally issued under this solicitation and **replace** with the following:

22. Other Grants of Access

22.2. For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

28. Liability

28.2. Grantee shall indemnify and hold harmless the *Grantor* against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee, whether tortious, contractual, or other, except where such claim or charge arises out of the grossly negligent conduct of the Grantor or, in regard to indemnification, to the extent Grantee is prohibited from doing so by the Federal or state law.

2.) The following FAR clauses are updated to reflect revised versions and incorporated by reference:

A. 52.202-1	Definitions	(Dec 2001)
B. 52.219-9	Small Business Subcontracting Plan	(Jan 2002)
	Alternate II	(Oct 2001)
C. 52.222-26	Equal Opportunity	(Apr 2002)
D. 52.222-35	Affirmative Action for Disabled Veterans	
	And Veterans of the Vietnam Era	(Dec 2001)
E. 52.222-37	Employment Reports on Disabled	
	Veterans, and Veterans of the Vietnam Era	(Dec 2001)
F. 52.222-44	Fair Labor Standards Act and Service	
	Contract Act - Price Adjustment	(Feb 2002)
G. 52.232-8	Discounts for Prompt Payment	(Feb 2002)
H. 52.232-25	Prompt Payment	(Feb 2002)
I. 52.233-1	Disputes	(Jul 2002)

3.) Correct the title of FAR clause 52.227-1 from "Use and Authorization" to read "Authorization and Consent".

4.) The following DFARS clauses are updated to reflect revised versions and incorporated by reference:

A. 252.204-7004	Required Central Contractor Registration	(Nov 2001)
B. 252.247-7023	Transportation of Supplies by Sea	(May 2002)
C. 5352.242-9000	Contractor Access to Air Force Installations	(May 2002)

5.) Delete the following DFARS clause in its entirety:

A. 252.209-7003	Compliance with Veteran's Employments	
	Reporting Requirements	(Mar 1998)