AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE | PAGE 1 OF 7 PAGES

2. AMENDMENT/MODIFICATION NO. P00013 | 3. EFFECTIVE DATE 10/11/02 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SP0300

DEFENSE SUPPLY CENTER PHILADELPHIA
DIRECTORATE OF SUBSISTENCE, BLDG. 6
700 ROBBINS AVE PHILADELPHIA, PA 19111-5092
POC: TINA FREDERICO
PHONE: 215-737-4545 FAX: 215-737-2910

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

BMMI
P.O. BOX 828
812 MAJILIS AL TA' AWON HIGHWAY
SITRA, BAHRAIN

CODE SC191 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-03-D-3003

10B. DATED (SEE ITEM 13) 1/30/01

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ 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 _____ 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.

(X) 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-5 and 252.212-7001

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. CONTRACT IS HEREBY MODIFIED TO ADD CLAUSE 252.247-2073 TO FACILITATE THE DEFENSE TRANSPORTATION SYSTEM (DTS) REQUIREMENTS. ADDITIONAL LANGUAGE HAS BEEN ADDED IN CONJUNCTION WITH THE CLAUSE CITED.

2. IN CONJUNCTION WITH THIS MODIFICATION, A SUBSEQUENT SETTLEMENT MODIFICATION IN ORDER TO RECONCILE PRICES FOR PRODUCT PURCHASED PRIOR TO THIS CHANGE, AND CURRENTLY PART OF THE PV'S TOTAL INVENTORY, WILL BE REQUIRED. THE DOLLAR VALUE IS UNKNOWN.

3. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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)
JOHN MORRIS

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 28/10/02

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
TINA M. FREDERICO

16B. UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)

16C. DATE SIGNED 10/11/02

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

1. ADDED CLAUSE AND ALTERNATE:

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) *Definitions.* As used in this clause—

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as

expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

(1) Type, weight, and cube of cargo;
(2) Required shipping date;
(3) Special handling and discharge requirements;
(4) Loading and discharge points;
(5) Name of shipper and consignee;
(6) Prime contract number; and
(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

(1) No ocean transportation was used in the performance of this contract;
(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer.

The Contractor shall describe these shipments in the following format:
ITEM
DESCRIPTION
CONTRACT
LINE ITEMS
QUANTITY
TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that—

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

ALTERNATE I (MAR 2000)

As prescribed in 247.573(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—

(i) Noncommercial items; or

(ii) Commercial items that—

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

2. ADDED CONTRACT LANGUAGE:

TRANSPORTATION

A. As the Government reserves the right to use the system that provides the best service to our customers, (with readiness included as a factor) the following applies:

1. The Prime Vendor will be required to ship all products within the United States Defense Transportation System, or DTS. The Prime Vendor will be using established Government rates with a USTRANSCOM/MTMC (Military Sealift Command/Military Traffic Management Command) commercial carrier. The Contractor will book the required sea vans with the authorized carrier through the DSCP Transportation Office. MTMC will be responsible for the transportation of the Prime Vendor's products from all their current distribution facilities to their overseas facilities. This transportation method is known as "Point to Point" delivery.

2. The Government Transportation/Distribution Representative at DSCP will ensure the necessary arrangements for ocean transportation, bookings and freight forwarding to the Prime Vendor's OCONUS facility, unless otherwise specified in the Contract.

3. Shipping Instructions for the Prime Vendor will be available via a web based web site. The site will be provided to the Prime Vendor upon award. The Prime Vendor will be required to generate the Transportation and Control Movement Document (TCMD) that will be used to identify that the products being shipped are for "**US Armed Forces.**"

4. For all shipments to OCONUS Distribution Facility(s), all product is required to be palletized in full vanload quantities. Full vans of product are required for delivery to one individual OCONUS Distribution facility(s).

5. Under the Government-provided carrier method (MTMC), the applicable Government designated Ocean carrier will provide sea vans and transport them to the Prime Vendor's CONUS distribution facility. The Prime Vendor will load the vans at their distribution facility in accordance with the terms outlined in Section entitled, "***Packaging/Packing***". The Government designated Ocean carrier will then pick up the loaded vans and transport them to the applicable Port for subsequent shipment through the DTS. Upon arrival at the OCONUS Port(s), the freight forwarded portion of the shipment will be taken over by MTMC to the Prime Vendor's OCONUS Distribution facility(s).

6. In order to enforce this requirement, the Prime Vendor shall assign a Customer Service Representative to the Contract, who will have sole responsibility to oversee this process. **All Customer Service representatives must be able to speak and understand English.**

7. Under the Government-provided carrier method (MTMC), the Contractor will be responsible for pre-cooling (where appropriate), loading and contacting the Ocean Carrier for drayage of the loaded container to the Embarkation Port. The Contractor will also be responsible for making a visual inspection of the container to ascertain that it is intact, and the equipment operable. The Contractor will be responsible for arranging the return of empty containers to the Government designated Ocean Carrier, but will not be responsible for return drayage.

8. DSCP has been advised by MTMC that the average "Point to Point" delivery time from CONUS is approximately forty-five (45) days. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any resultant claims for costs lie against the Ocean Carrier. The Government has no liability for late delivery or damages to goods in transit.

B. INSURANCE/LIABILITY AND CLAIMS

The MTMC designated ocean carrier will be responsible for any loss or damage to products during "Point to Point" transportation. Any discrepancy reports will be resolved between MTMC,

and the ocean carrier. The Government is not responsible for any loss or damage to products during transit until the Government accepts such product. Any claims for loss or damage to such products must be filed by the Prime Vendor directly with the MTMC designated carrier, with a copy to MTMC and DSCP. DSCP will monitor the resolution of such claims and make a good faith effort to have such claims resolved expeditiously. MTMC point of contact information follows:

Crystal Hunter
HQ Military Traffic Mgt Command
Attn: MTOP-PR
Hoffman Building 11
200 Stovall Street
Alexandria, VA 22332-5000
DSN: 328-2248
Comm: 703-428-2248
E-mail: HUNTERC@MTMC.ARMY.MIL

C. CUSTOMS

MTMC will be responsible for all customs clearance from the Port of Embarkation through to the Prime Vendor's OCONUS facility(s). Therefore, the Prime Vendor is only responsible for customs clearance from his OCONUS facility(s) to the final delivery points.

D. PRIME VENDOR RESPONSIBILITIES

1. The Prime Vendor will be responsible for all documentation and required paperwork, as well as packaging/packing and marking of products as originally stated in the solicitation.

2. The Prime Vendor will be responsible for making a visual inspection of the container to ascertain that it is intact and that all equipment appears to be operable.

3. All freeze and chill trucks will use automatic temperature recording devices, readings of which will be made available upon request.

4. Additionally, the Prime Vendor will be responsible for pre-cooling vans, when appropriate, and loading vans.

E. GOVERNMENT RESPONSIBILITIES

1. MTMC will be responsible for transporting products from the Prime Vendors CONUS Distribution Warehouse(s) to the Prime Vendors OCONUS Warehouse(s).

2. The DSCP transportation representative will be responsible for making ocean transportation bookings, transportation from OCONUS port to the Prime Vendor OCONUS facility, unless otherwise specified in the contract. MTMC will be responsible for arranging the return of empty containers to the Ocean Carrier.

F. DOCUMENTATION

The Prime Vendor is responsible for all export and import customs documentation required to ship products through European/Middle East ports to country(s) of destination; including, but not limited to the following:

MANIFESTS
INSPECTION CERTIFICATIONS
TRANSPORTATION DOCUMENTS
PHYTOSANITARY CERTIFICATES
HEALTH CERTIFICATES
WHOLESOMENESS CERTIFICATES

3. CHANGED CONTRACT LANGUAGE:

Unit Price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government.

Delivered Price (also known as "product price", and/or "landed costs")

For CONUS purchases: The delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) to deliver product to the Prime Vendor's CONUS distribution point. *NOTE*: For those items being picked up by the Defense Transportation System (DTS) from the manufacturer/suppliers facility (also known as "Source load" or "drop-shipments"), the delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) for product only. The delivered price in this instance shall not include any transportation costs to the Prime Vendor's CONUS distribution point.

For OCONUS purchases: The delivered price is the manufacturer/supplier's actual invoice price (in U.S. currency) to deliver product to the Prime Vendor's OCONUS distribution point. *NOTE*: For those items being delivered directly to the end-user customer from the OCONUS manufacturer/supplier (for example: chemical products) -- the delivered price shall not include any transportation costs, as those would be considered as part of the Offeror's Distribution Price.

Distribution Price is a firm fixed price, offered as a dollar amount, which represents all elements of the unit price, other than the delivered price. The distribution price typically consists of the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging costs, transportation cost from the Prime Vendor's OCONUS distribution facility(s) to the final delivery point or any other projected expenses associated with the distribution function. This distribution price is intended to reflect the difference between the delivered price and the unit price to deliver the specified product to the ordering activity. This distribution price shall represent the amount to be added to the actual invoice price paid to the manufacturer or supplier by the Prime Vendor for each item. This distribution price shall remain fixed for the base year of the contract, and is subject to any agreed option year adjustments.

Although technically part of the distribution price, for the purposes of this solicitation, ocean transportation costs (the cost of shipping the product from contractor's CONUS facility(s) to the contractor's OCONUS facility(s), aka "Point to Point" delivery), will be deleted from the delivered price. Accordingly, for purposes of submitting offers under this solicitation, ocean transportation costs will be ignored. The Defense Transportation System will handle point-to-Point delivery.

The Government's ordering system requires that pricing will be fixed for a certain period of time. Pricing will be at the time of order. These prices will be fixed until delivery, provided that delivery is requested within the time frame of six (6) days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date.