

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES 1 10
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 29 May 2001	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)		
6 ISSUED BY Contracting Officer Defense Supply Center Philadelphia, European Region ATTN: DISCPE-III Postfach 2027 65010 Wiesbaden, Germany		CODE SP0303	7 ADMINISTERED BY (if other than Item 6)		CODE SP0303
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SEVEN SEAS SHIPCHANDLERS P.O. BOX 5592 DUBAI AL QUOZ INDUSTRIAL AREA, DUBAI UNITED ARABIAN EMIRATES DUNS: 644774499				9A AMENDMENT OF SOLICITATION NO	
				9B DATED (SEE ITEM 11)	
				9A MODIFICATION OF CONTRACT/ORDER NO. SP0303-01-D3004	
				10B DATED (SEE ITEM 13) 30 Jan 2001	
CODE SC192	FACILITY CODE CYAWCD				

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 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)
97X4930 SCNO 01 26 U S35150

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/ORDERS 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 43.123(b).
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(4).
- D OTHER (Specify type of modification and authority)

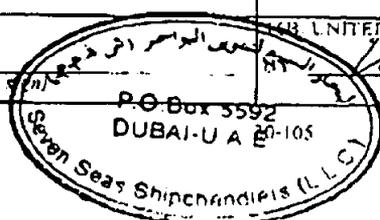
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

see pages 2 through 10

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) (Capt. Peter Machado) Group General Manager	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) WILLIAM M. COKER
15B CONTRACTOR OFFICER <i>J Machado</i> (Signature of person authorized to sign)	16B UNITED STATES OF AMERICA <i>William M. Coker</i> (Signature of Contracting Officer)
15C DATE SIGNED	16C DATE SIGNED <i>18 Jan 01</i>



Modification 0001
SP0303-01-D-3004

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SEVEN SEAS**SECTION B- SUPPLIES/SERVICE AND PRICE****ITEM CATEGORY-DISTRIBUTION PRICES-BASE YEAR**

Revised List of Item Categories:

Sl. #	Category	Unit	Distribution Fee Pricing (US \$)	Details
1	CHILLED MEATS	LB		
2	FROZEN MEATS	LB		
3	CHILLED POULTRY	LB		
4	FROZEN POULTRY	LB		
5	FROZEN FISH	LB		
6	FROZEN SHELLFISH	LB		
7	BAKERY AND CEREAL	LB		
8	BEVERAGES (WITH OR WITHOUT EQUIPMENT)	CAN		
9	BOUILLION AND SOUPS (CANNED AND DRIED)	CAN		
10	JAM AND JELLIES	JAR		
11	ICE CREAM PRODUCTS	LB		
12	MILK PRODUCTS	LB		
13	BUTTER AND MARGARINE	LB		
14	OTHER DAIRY PRODUCTS NOT MENTIONED	LB		
15	CONDIMENTS, SALAD DRESSING	JR		
16	CONFECTIONS, NUTS AND SUGARS	LB		
17	EGGS	DOZ		
18	BREAD PRODUCTS	LB		
19	DIETARY PRODUCTS	LB		
20	FATS AND OILS	LB		
21	OTHER SEMI-PERISHABLE ITEMS NOT MENTIONED ABOVE	LB		
22	OTHER PERISHABLE ITEMS NOT MENTIONED ABOVE	LB		

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23	RELATED NON-FOODS	LB	
24	ADVANCED FOOD/PRE-COOKED	LB	
25	INDIVIDUAL PORTION PACK	HD	
26	FROZEN MEATS PORTION	LB	
27	FROZEN VEGETABLES	LB	
28	SPICES (and broken cases)	JR	
29	INDIVIDUAL JUICE	CAN	
30	RICE AND FLOUR	LB	
31	FROZEN MEATS – PREMIUM CUTS	LB	

ADDITIONAL CATEGORIES

32	MISCELLANEOUS SHIP STORES / 1Q	EA	Soap, tooth paste, tooth brush, comb, disposable razors, shower shoes, envelopes, playing cards, battery, padlocks and films
33	FRESH FRUITS & VEGETABLES	LB	
35	BAG-IN-THE-BOX MILK	BX	<ol style="list-style-type: none"> 1. BIB Milk white UHT 6 Gal container, lowfat 2. BIB Milk chocolate UHT 6 Gal container, lowfat 3. BIB Milk re-combined pasteurized white milk 22.5 ltr 4. BIB Milk re-combined pasteurized white milk lowfat 22.5 ltr 5. BIB Milk re-combined pasteurized chocolate milk 22.5 ltr 6. BIB Milk re-combined pasteurized chocolate milk lowfat 22.5 ltr
36	BAG-IN-THE-BOX JUICE AND BEVERAGE SYRUP	BX	BIB Juice and Beverages Syrup
37	ICE CREAM (LOCAL PRODUCT) & Fresh Milk, packing > 1 liter	LT	Ice Cream Assorted, 4 Ltr tub / Fresh milk, packing > 1 liter
38	CIGARETTES	CTN	Cigarettes of 200 sticks per carton
39	PREMIUM HYGIENE PRODUCTS – SHIP STORES	EA	Shampoo, powder, deodorants, mouth wash, lotions, cream, feminine

			hygiene and gillette sensor products
40	CHOCOLATES – SHIP STORES	EA	Candy / Chocolates
41	BAG MEALS	EA	Frozen sandwiches and meal kits
42	FRESH BREAD	LB	Fresh Bread
43	SHIP STORES – NOODLES AND INDIVIDUAL CHIPS / SNACKS	EA	Noodles and Individual chips / snacks
44	ALCOHOL - BEER AND WINES	CS	Beer and Wines
45	ALCOHOL - SPIRITS	CS	Spirits

- Notes**
- * HD = Hundreds
 - Separate categories have been created for the more expensive / higher value frozen meal items, e.g.,
 26 - Frozen Meats – portion
 31 - Frozen Meats - premium cuts
 - Separate categories for low value / more frequently ordered items have been created, e.g.,
 27 - Frozen Vegetables
 30 - Rice and Flour
 - Distribution fees reflect value of item and a deliberate effort to make unit price attractive to the customer
 - At this time, there is no category 34

Handling and Distribution Fees for Storing and delivering Government Furnished Material (GFM),
 ie: Meal Ready to Eat (MRE): per case and pallet

Storage			
1	Dry products (refrigeration not required)	\$	
2	Chilled and Freeze Products	\$	
Delivery			
1	From the warehouse to ship		
	- FAS (free alongside) Jebel Ali port, Mina Rashid, Dubai, Sharjah, Ajman, Khor Fakkan, Mina Saqr, Mina Zayed, Abu Dhabi, Fujairah port and Fujairah International Airport	\$	c.
The above fees include:			
<ul style="list-style-type: none"> - picking, sorting and staging and storage at load out dock at the warehouse - use of forklifts and pallets stackers at the warehouses - stuffing of the container/s (loading of delivery vehicles) - transport from warehouse to ship or supply boat quay for offshore supplies - transport in temperature-controlled vehicles 			

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Airport and Seaport Clearance		
	Airport and / or Seaport Authority and relevant Agency costs will be invoiced at actual cost with supporting invoices	
	<i>Clearance fee per bill of lading or airway bill</i>	
Delivery		
	From Airport and / or Seaport to the warehouse, and storage or from Airport and / or Seaport directly to ship	
	The above fees include	
	<ul style="list-style-type: none"> - transport from airport and / or seaport to contractor warehouse - transport in temperature-controlled vehicles - unstuffing the container (unloading of delivery vehicles) - sorting and staging - use of forklifts and pallet stackers at warehouses - storage in warehouse on racks or FAS delivery to ship 	

DAIRY SUPPORT ITEMS:

1. UHT Milk, White Lowfat
 - a. 22.5 liter BIB (6 gallon)
 - b. 200 ml (or similar), individual serving
2. UHT Milk, Chocolate
 - a. 22.5 liter BIB (6 gallon)
 - b. 200 ml (or similar), individual serving
3. Milk, White Whole
 - a. 22.5 liter (6 gallon)
 - b. 3 liter
 - c. 1 liter (1.057 quart)
 - d. ½ liter (1/2 pint)
4. Milk, White Lowfat
 - a. 22.5 liter (6 gallon)
 - b. 3 liter
 - c. 1 liter (1.057 quart)
 - d. ½ liter (1/2 pint)
5. Milk, Chocolate Whole
 - a. 22.5 liter (6 gallon)
 - b. 3 liter
 - c. 1 liter (1.057 quart)
 - d. ½ liter (1/2 pint)
6. Milk, Chocolate Lowfat
 - a. 22.5 liter (6 gallon)
 - b. 3 liter
 - c. 1 liter (1.057 quart)

- d. ¼ liter (1/2 pint)
- 7. Ice Cream, Chocolate
 - a. 3 gallon tub
 - b. 5 liter
 - c. 1 liter
 - d. 100 ml individual serving
- 8. Ice Cream, Vanilla
 - a. 3 gallon tub
 - b. 5 liter
 - c. 1 liter
 - d. 100 ml individual serving
- 9. Ice Cream, Strawberry
 - a. 3 gallon tub
 - b. 5 liter
 - c. 1 liter
 - d. 100 ml individual serving
- 10. Ice Cream, Premium (Cookies & Cream, Rocky Road, Pralines & Cream, Etc)
 - a. 3 gallon tub
 - b. 5 liter
 - c. 1 liter
 - d. 100 ml individual serving
- 11. Ice Cream Bars & Cones, Assorted Variety, Individual serving
- 12. Yogurt (Assorted Flavors), 200ml (or similar), individual serving
- 13. Sour Cream
 - a. 5 liter
 - b. 250 ml (or similar)
- 14. Butter, Salted
 - a. 1 pound (or similar) block
 - b. Individual serving prints (500 or similar per case)
- 15. Cheese, American
 - a. 1 pound (or similar) block
 - b. 1 pound (or similar) shredded bag
 - c. 1 pound (or similar) sliced
- 16. Cheese, Cheddar
 - a. 1 pound (or similar) block
 - b. 1 pound (or similar) shredded bag
- 17. Cheese, Provolone
 - a. 1 pound (or similar) block
 - b. 1 pound (or similar) shredded bag
 - c. 1 pound (or similar) sliced
- 18. Cheese, Mozzarella
 - a. 1 pound (or similar) block
 - b. 1 pound (or similar) shredded bag
- 19. Cheese, Parmesan, Grated, 1 pound (or similar) container

20. Cottage Cheese
 - a. 5 liter
 - b. 250 ml (or similar)

BAKERY SUPPORT ITEMS:

21. Bread, Sliced, White (one pound (or similar) loaf)
22. Bread, Sliced, Wheat (one pound (or similar) loaf)
23. Bread, Rolls, Hamburger (one pound (or similar) package)
24. Bread, Rolls, Hotdog (one pound (or similar) package)
25. Bread, Rolls, Hoagie (one pound (or similar) package)
26. Bread, Rolls, Dinner (one pound (or similar) package)
27. Bread, Rolls, English Muffins (one pound (or similar) package)
28. Bread, Rolls, Croissants (one pound (or similar) package)
29. Bread, Rolls, Bagels (one pound (or similar) package)
30. Doughnuts, Glazed (dozen)
31. Doughnuts, Chocolate Icing (dozen)
32. Doughnuts, Cake, Plain (dozen)
33. Doughnuts, Cake, Chocolate (dozen)
34. Doughnuts, Asst Mix (dozen)
35. Doughnuts, Premium (jelly-filled, cream cheese filled, apple fritters, etc) (dozen)
36. Muffins, Asst Mix (Blueberry, Banana Nut, Bran, etc) (dozen)
37. Pie, Fruit (apple, cheery, strawberry, etc), 9 inch round or similar
38. Pie, Premium (cheesecake), 9 inch round or similar
39. Cake, Sheet, White (chocolate or vanilla icing), 11 inch X 14 inch or similar
40. Cake, Sheet, Chocolate (chocolate or vanilla icing), 11 inch X 14 inch or similar
41. Cake, Sheet, Premium (carrot cake, Black Forrest, etc), 11 inch X 14 inch or similar

CONTRACT ADMINISTRATION DATA

1. The following clause is made part of this contract:

52.212-9000 CHANGES - MILITARY READINESS

2. On Page 30, add:

~~ZONE 1~~

Shore Location

Fujairah International Airport

ZONE 2 (Pier Locations)

Jebel Ali (Berth 10, 11, 66), Mina Rashid, Dubai, Ajman, Khor Fakkan.

Mina Saqr, Mina Zayed

2. On page 31, add:

C. All other security orders that are issued by the installation or ship Commander must also be obeyed. The following is a list of most of the Force Protection measures being enforced at the delivery locations:

1. Access points to the operational or mission support areas will be limited to a maximum of two unless otherwise directed by appropriate U.S. Government authority (Ship's Security Officer or Advance Beach Detachment Force Protection Officer.)
2. All Contractor personnel entering the operational or mission support area will be positively identified. This requirement includes not only Prime Vendor contractor personnel, but also all personnel sub-contracted by the Prime Vendor contractor. This identification can be accomplished by:
 - i. Photo identification issued by Naval Support Activity (NSA) Security to all "primary" Contractor personnel for all Prime Vendor contracts in the NAVCENT theater of operations. Identification similar to NSA access badges with background check conducted/performed in accordance with existing NSA policy. "Primary" Contractor personnel are defined as one Primary Point of Contact (PPOC) and a maximum of two alternate PPOC's. All PPOC's must be fluent in English.
 - ii. Photo Identification issued by Contractor for all Contractor personnel utilized in the "normal" performance of duties under the Prime Vendor contract. Identification should be plastic laminate material, similar in size and shape (5cm x 8cm) to any official U.S. Government photo identification. Company identification should have company logo and personal photo clearly visible on the front of identification and should clearly state individual's name, nationality, date of birth. The identification should have a clip or neckstrap such that the I.D. can be affixed to front of the person and worn continuously while inside the controlled area. THIS REQUIREMENT TO BE LEVIED IN COUNTRIES WITH AN ABSENCE OF SOME FORM OF NATIONAL IDENTIFICATION. FOR EXAMPLE, IN BAHRAIN, THE PRESENCE OF A "CPR" CARD (in an appropriate holder) COULD BE USED IN LIEU OF A CONTRACTOR ISSUED PHOTO IDENTIFICATION.
 - iii. The Contractor is to furnish an "access list" of all contractor personnel to who need entry into the operational or mission support areas. THIS LIST WILL BE KEPT TO A MINIMUM, REVIEWED AND/OR UPDATED DAILY, LISTING ONLY THOSE PERSONNEL REQUIRING ACCESS FOR THAT DAY. The photo identification will be compared to the access list. A person who requires entry into the controlled area must have a photo I.D. (i. or ii. above) and must be listed on the access list.
3. The Contractor will furnish a roster of all delivery vehicles requiring access to the controlled area, to include: year, make, model, color, capacity, and manifest/description of contents/nature of delivery.
4. The Contractor will identify all food and water sources in those ports not supported by separate subsistence contracts (all ports with the exception of Bahrain and the ports of the U.A.E).
5. To the maximum extent practicable or as directed by appropriate force protection authority, the Contractor will move all objects such as cars, crates, trash containers, etc., at least 25 meters from visiting ships.
6. The Contractor will establish unloading zones a minimum distance of 400 feet (or as directed by appropriate force protection authority) away from ships.
7. The Contractor is to understand, acknowledge, fully support, and brief appropriate company and sub-contractor personnel that the U.S. Government will physically inspect all visitors and their suitcases, parcels, and any other personal carry-ons. This inspection may include scrutiny by a military working dog team.

8. The Contractor is to understand, acknowledge, fully support, and brief appropriate company and sub-contractor personnel that the U.S. Government will conduct random patrols to check vehicles, people, and buildings, and any other items inside the controlled area. This inspection may include scrutiny by a military working dog team.
9. The Contractor is to identify all watercraft which will be utilized in performance of duties. A roster of authorized watercraft will be provided to appropriate shipboard and shore personnel. This roster will indicate vessel name, type, color, and mission (i.e. pilot boat, barge, tug, etc). Furthermore, the vessel master shall be identified on the authorized watercraft roster.
10. The Contractor is to understand, acknowledge, fully support, and brief appropriate company and sub-contractor personnel that the U.S. Government will inspect all authorized watercraft. This inspection will include both topside and diving inspections, as well as scrutiny by a military working dog team. This inspection, once complete, will require the craft to remain in a controlled area. If the authorized craft ventures outside of the controlled area, it must be re-inspected before re-commencement of assigned duties.
11. The Contractor will coordinate (as needed and directed/requested by appropriate force protection authority) with the host nation and U.S. Government forces to establish a waterborne exclusion zone to keep all unauthorized watercraft away from visiting U.S. ships. This exclusion zone may take the form of a small boat "picker" defense, or some form of a floating obstacle line such as floating barges tied together. The costs associated with the provision of this waterborne exclusion zone will be negotiated prior to use."

4. Fill Rate/Substitutions

A. Order fill rates shall be calculated on an on-time, per customer order basis and submitted weekly to the Contracting Officer Representative(COR) and Account Manager. Upon request, the COR or Account Manager may request fill rate reports on a daily basis.

D. Order fill rates for Fresh Fruit & Vegetable (FF&V) orders shall be calculated separately from all other commodities, and on an on-time, per customer order basis. To be submitted weekly to the Contracting Officer's Representative/Account Manager. FF&V fill rates shall be calculated as follows and will not include miss-picks or damaged goods:

$$\frac{\text{Pounds Accepted}}{\text{Pounds Ordered}} \times 100 = \text{Fill Rate \%}$$

3. On page 37, add:

2. Management Reports

The contractor shall provide the: (H) Fill Rate Report, (L) Total Asset Visibility Report, (M) Not-In-Stock Report to the DSCP-E Contracting Officer Representative/Account Manager on a weekly basis. Contractor will provide this report no later than Tuesday of the next week. (J) Rebate reports and (K) Financial Status Report, are to be provided to the DSCP-E Contracting Officer Representative/Account Manager on a monthly basis.

4. On page 38, add:

F. Fill Rate Report. The contractor will submit a weekly report by customer to the DSCPE Contracting Officer Representative/Account Manager with the following information:

5. For payment purposes only annotate the contract number as SP0300-01-D-3004.
Place this contract number on all invoices.

6. On page 5 of the Notice of Award, delete in its entirety:

MANDATORY ITEMS

The following items are considered military unique due to packing and packaging requirements. Post award, if the Services require these items during the cataloging process, then the United States based mandatory source of supply must be utilized. Clause 52.202-9, Contractor Use of Mandatory Sources of Supply, applies.

National Stock Number	Item Description
8910-00-082-2534	Cottage Cheese, Dehydrated
8910-00-965-1553	Egg Mix, Dehydrated, #3 Cylinder Can
8910-01-091-7209	Nonfat Dry Milk
8915-01-004-6676	Potato Mix, Dehydrated, #10 Can
8920-00-165-6868	Flour, Bread, 35 lb
8925-00-223-5504	Sugar, Granulated, 35lb
8925-00-682-6705	Syrup, Imitation Maple
8940-00-131-8693	Dessert Pudding, Chocolate
8940-00-131-8761	Dessert Pudding, Vanilla
8945-00-080-9396	Shortening, 5 Gal. Can
8945-01-364-7357	Salad Oil, Canola, 6/Gl
8955-00-286-5372	Coffee, Roasted, Grnd, 20LB.

DSCP has contracted with Advocacy and Resources Corporation to maintain supply of these items to be provided to the Prime Vendors supplying the Naval Ships afloat. The Military Unique Subsistence Item Coordination (MUSIC) contract provides for shipment of products ordered by the Prime Vendor no sooner than five but not later than seven working days after receipt of order. It is mandatory that you obtain the MUSIC items listed above from:

Advocacy and Resources Corporation
435 Gould Drive
Cookeville, TN 38506

The Point of Contact is: Terri Lewis McRae
Executive Director
Phone: 615-432-5981
Fax: 615-432-5987