

→ **Attn: Tina Frederico** (one page)
 001 015 7372910

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ORDER	PAGE OF PAGES
2A ORDER/MODIFICATION NO	3 EFFECTIVE DATE	4 RESTRICTION/PREFERENCE TO	5 PROJECT NO. / CONTRACT NO.		
P00011	9/19/02				
6 ISSUING OFFICE	7. AGENCY USE ONLY (Do not fill in)	8. NAME AND ADDRESS OF CONTRACTOR (Do not fill in)			
DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG 6 700 ROBBINS AVE. PHILADELPHIA, PA. 19111-3092 POC: TINA FREDERICO PHONE: 215-737-4545 FAX: 215-737-2910					
9. NAME AND ADDRESS OF CONTRACTOR (Do not fill in)	10A AMENDMENT OF SOLICITATION NO		10B DATE RECEIVED (MM/YY)		
SEVEN SEAS SHIPCHANDLERS P.O. BOX 5592 AL QUOZ INDUSTRIAL AREA DUBAI, UNITED ARAB EMIRATES					
10A MODIFICATION OF CONTRACT ORDER NO	10B DATE RECEIVED (MM/YY)		10C DATE RECEIVED (MM/YY)		
SP0300-02-D-3004			11/20/01		
11A AMENDMENT OF SOLICITATION NO	11B DATE RECEIVED (MM/YY)		11C DATE RECEIVED (MM/YY)		
12A AMENDMENT OF SOLICITATION NO	12B DATE RECEIVED (MM/YY)		12C DATE RECEIVED (MM/YY)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above referenced solicitation is an amended form when it is the only one specified for receipt of offers. is amended. is not amended.

12. ACCORDING TO CONTRACT ORDER 52212-4 (S) REQUIRED

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS OR ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Signed by USF and contractor, including what is changed, not subject matter/feel words)

1. THE ABOVE NUMBER CONTRACT IS HEREBY MODIFIED TO ADD CLAUSE 52 245-2 TO INCLUDE RADIO FREQUENCY (RF) TAC REQUIREMENTS.

2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

15A NAME AND TITLE OF ORDER (Do not fill in)

15B CONTRACT ORDER NO

15C ORDERED DATE

15D ORDERED BY

15E UNITED STATES OF AMERICA

15F ORDERED DATE

15G CONTRACT ORDER NO

15H ORDERED DATE

15I ORDERED BY

15J UNITED STATES OF AMERICA

15K ORDERED DATE

16. IMPORTANT: Contractor is not. is required to sign the document and return to the issuing office.

17. SIGNATURES AND DATES

17A NAME AND TITLE OF ORDER (Do not fill in)

17B NAME AND TITLE OF CONTRACTING OFFICER (Do not fill in)

17C CONTRACT ORDER NO

17D ORDERED DATE

17E ORDERED BY

17F UNITED STATES OF AMERICA

17G ORDERED DATE

17H CONTRACT ORDER NO

17I ORDERED DATE

17J ORDERED BY

17K UNITED STATES OF AMERICA

17L ORDERED DATE

18. SIGNATURES AND DATES

18A NAME AND TITLE OF ORDER (Do not fill in)

18B NAME AND TITLE OF CONTRACTING OFFICER (Do not fill in)

18C CONTRACT ORDER NO

18D ORDERED DATE

18E ORDERED BY

18F UNITED STATES OF AMERICA

18G ORDERED DATE

18H CONTRACT ORDER NO

18I ORDERED DATE

18J ORDERED BY

18K UNITED STATES OF AMERICA

18L ORDERED DATE



52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon-

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.*

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government-

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.