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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. P00013 | | 3. EFFECTIVE DATE 02 FEB 04 | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (if applicable) | |
| 5. ISSUED BY DSCP-HFOP 700 Robbins Ave. Phila., PA 19111-5092 M. DiMeo (215)737-3726 | | CODE SP0300 | | 7. ADMINISTERED BY (if other than item 6) SAME as block 6 | | CODE | |
| 3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE PUBLIC WAREHOUSING COMPANY (PWC) P.O. BOX 25418 SULAIBYA MAIN BUILDING BESIDE LAND CUSTOMS CLEARING AREA 13115 STATE OF KUWAIT | | | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| CODE SG137 | | | | FACILITY CODE | | | |
| | | | | 9B. DATED (SEE ITEM 11) | | | |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-03-D-3061 | | | |
| | | | | 10B. DATED (SEE ITEM 13) 28 May 2003 | | | |

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.

Offer 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. 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. In either case 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.

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

C. THIS SUPPLEMENTAL AGREEMENT IS INCORPORATED PURSUANT TO AUTHORITY OF Vendor's offer submitted 26 JAN 04

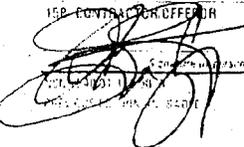
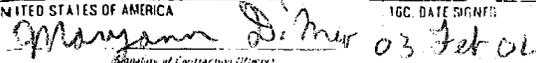
D. OTHER (Specify type of modification and authority)

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 UCF section headings, including solicitation/contract subject matter where feasible.)

ATTACHED PAGE INCORPORATES MONTHLY MHE FEES AS FOLLOWS.

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) C. T. SOUZZER, GM - TRIME VENDOR | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MAR YANN DIMEO CONTRACTING OFFICER | |
| 15B. CONTRACTOR OFFICER | | 16B. UNITED STATES OF AMERICA | |
| 15C. DATE SIGNED 3 FEB 04 | | 16C. DATE SIGNED 03 Feb 04 | |
| BY  | | BY  | |

1. The purpose of this modification is to formalize a procedure for reimbursing PWC for obtaining, fueling, maintaining and manning MHE in support of PV mission beyond the original anticipated scope of performance. This is necessitated by the Army's discontinuation of GFE to support the container movement mission. PWC's proposed support is as follows:

| Description | Unit price | Qty | Extended price |
|---|-----------------|-----|----------------|
| To provide 40ft container lifting capabilities 24 hours a day. This shall include operator, fuel and maintenance. | \$ per month | 3 | month per |
| To provide 15 ton forklift 24 hours a day 7 days a week. This shall include fuel, operator and maintenance. | per month | 3 | month per |
| To provide 3 tons forklift. This shall include operator, diesel and maintenance. | per month | 7 | month per |
| To provide a crane 24 hours a day 7 days a week. This shall include operator, diesel and maintenance. | per month | 3 | month per |

2. PWC has opted to utilize slightly less equipment than previously provided by the Army, however, much of this equipment possesses a greater load capacity than that which originally supported the task. By agreeing to this modification PWC is signing on to the container movement mission, and it is for this task that we seek to provide reimbursement rather than a piece per piece replacement of the former equipment, thus allowing PWC to seek operational efficiencies where they may. DSCP finds PWC's proposal realistic to support the task and fair and reasonable in total cost. Any further adjustment to this proposal should be based on increases or decreases in mission outside the scope of support in terms of number of containers to be moved, or geographic span of movement making this proposal no longer realistic for support.
3. A manual invoice will be submitted by PWC to the DSCP KO at the end of each month for the amount of \$236,300 per month upon which occasion the KO will provide a funded call which PWC should then submit to DFAS for payment. This agreement will be effective from the time of signature by both parties and will remain in effect for the duration of the contract or until such time as a change is enacted via written modification. All other terms and conditions remain unchanged.