

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 7

| | | | |
|---|--------------------------------|---|--------------------------------|
| 2. Amendment/Modification No. P00001 | 3. Effective Date 2013SEP20 | 4. Requisition/Purchase Req No. SEE SCHEDULE | 5. Project No. (If applicable) |
|---|--------------------------------|---|--------------------------------|

| | | | |
|--|----------------|--|----------------|
| 6. Issued By DLA LAND WARREN KATIE BETZLER WARREN, MI 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KATIE.BETZLER@US.ARMY.MIL | Code SPRDL1 | 7. Administered By (If other than Item 6) DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG 4-A P.O. BOX 11427 PHILADELPHIA PA 19111-0427 | Code S3915A |
|--|----------------|--|----------------|

| | | |
|---|-------------------------------------|---|
| 8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MELTON SALES & SERVICE MELTON INDUSTRIES - BURLINGTON DIVISION 511 ELBOW LN BURLINGTON, NJ 08016-4131 | <input type="checkbox"/> | 9A. Amendment Of Solicitation No. |
| | <input type="checkbox"/> | 9B. Dated (See Item 11) |
| | <input checked="" type="checkbox"/> | 10A. Modification Of Contract/Order No. SPRDL1-13-C-0153 |
| | <input type="checkbox"/> | 10B. Dated (See Item 13) 2013SEP03 |
| Code 4X8W5 | Facility Code | |

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 amendments; (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)

ACRN: AA NET INCREASE: \$.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS
It Modifies The Contract/Order No. As Described In Item 14.**

| | | |
|-------------------------------------|---|--|
| <input type="checkbox"/> | A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. | The Changes Set Forth In Item 14 Are Made In |
| <input type="checkbox"/> | 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). | |
| <input checked="" type="checkbox"/> | C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: | Mutual Agreement Between Parties |
| <input type="checkbox"/> | 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.)

SEE SECOND PAGE FOR DESCRIPTION

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) | 16A. Name And Title Of Contracting Officer (Type or print) MICHAEL BISSIG MICHAEL.BISSIG@US.ARMY.MIL (586)282-3151 | | |
| 15B. Contractor/Offeror (Signature of person authorized to sign) | 15C. Date Signed | 16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer) | 16C. Date Signed 2013SEP20 |

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 2 of 7**

PIIN/SIIN SPRDL1-13-C-0153

MOD/AMD P00001

Name of Offeror or Contractor: MELTON SALES & SERVICE

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: KATIE BETZLER
Buyer Office Symbol/Telephone Number: ZGA/(586)282-3178
Type of Contract: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders
Type of Business: Other Small Business Performing in U.S.
Surveillance Criticality Designator: C

*** End of Narrative A0000 ***

The purpose of this Bilateral Mod P00001 is to change the packaging from Military A to Commercial for the first 100 units only, add a CLIN to differentiate between the Commercial and Military A Packaging, and revise the delivery schedule.

1) The following changes have been made to CLIN 0001AA:

From: Quantity 258
To: Quantity 100

From: Military A Packaging
To: Commercial Packaging

Delivery Schedule: From: 13 February 2014
To: 15 November 2013

2) The following additions have been made:

Added CLIN 0002AA
Quantity: 158
Packaging: Military A
Delivery Schedule: 158ea by 13 February 2014

3) The following clause has been added for the first 100 units:

52.211-4517 Packaging Requirements (Commercial)

4) The following clause is still included for the last 158 units:

52.211-4514 Packaging Requirements (Specifications/Standards)

5) All other terms and conditions remain the same.

*** END OF NARRATIVE A0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-13-C-0153 MOD/AMD P00001

Name of Offeror or Contractor: MELTON SALES & SERVICE

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|------------|---|-------------|----------|------------|--------|----------|-------|-----|----------------|--------|---|--|---|------------|----------|----------|-----|-----|-------------|-----|----|----------------|---------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | | | | | | | | | | | | | | | | | |
| 0001 | TRANSFER TRANSMISSION NSN: 2520-01-571-5785 FSCM: 76760 PART NR: 54815 | | | | | | | | | | | | | | | | | | | | | | |
| 0001AA | <p><u>PRODUCTION QUANTITY</u></p> <p>GENERIC NAME DESCRIPTION: TRANSFER TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH27E079EH PRON AMD: 07 ACRN: AA AMS CD: SM2B1100000 PSC: 2520</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="261 1394 846 1444"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W56HZV2108T900</td> <td>W562RM</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="261 1451 846 1501"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>100</td> <td>15-NOV-2013</td> </tr> </tbody> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY CENTRAL RECIEVING 10TH STREET AND K AVENUE TEXARKANA, TX, 75507-5000</p> </p> | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | W56HZV2108T900 | W562RM | J | | 2 | DEL REL CD | QUANTITY | DEL DATE | 001 | 100 | 15-NOV-2013 | 100 | EA | \$ 1,495.80000 | \$ 149,580.00 |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV2108T900 | W562RM | J | | 2 | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | |
| 001 | 100 | 15-NOV-2013 | | | | | | | | | | | | | | | | | | | | | |
| 0002 | TRANSFER TRANSMISSION NSN: 2520-01-571-5785 | | | | | | | | | | | | | | | | | | | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN SPRDL1-13-C-0153 MOD/AMD P00001

Name of Offeror or Contractor: MELTON SALES & SERVICE

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT | | | | | | | | | | | | | | | | | | |
|------------|---|-------------|----------|------------|--------|----------|-------|-----|----------------|--------|---|--|---|------------|----------|----------|-----|-----|-------------|-----|----|----------------|---------------|
| 0002AA | <p>FSCM: 76760 PART NR: 54815</p> <p><u>PRODUCTION QUANTITY</u></p> <p>GENERIC NAME DESCRIPTION: TRANSFER TRANSMISSION CLIN CONTRACT TYPE: Firm Fixed Price PRON: EH27E079EH PRON AMD: 07 ACRN: AA AMS CD: SM2B1100000 PSC: 2520</p> <p><u>Description/Specs./Work Statement</u> PROCUREMENT DOCUMENTATION TITLE: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <table border="1" data-bbox="261 1234 846 1283"> <thead> <tr> <th>REL CD</th> <th>MILSTRIP</th> <th>ADDR</th> <th>SIG CD</th> <th>MARK FOR</th> <th>TP CD</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>W56HZV2108T900</td> <td>W562RM</td> <td>J</td> <td></td> <td>2</td> </tr> </tbody> </table> <table border="1" data-bbox="261 1287 769 1335"> <thead> <tr> <th>DEL REL CD</th> <th>QUANTITY</th> <th>DEL DATE</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>158</td> <td>13-FEB-2014</td> </tr> </tbody> </table> </p> <p>FOB POINT: Destination</p> <p>SHIP TO: (W562RM) SU W0MC ARMY GENERAL SUPPLY DLA DISTRIBUTION RED RIVER HIGHWAY 82 WEST TEXARKANA, TX, 75507-5000</p> | REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | 001 | W56HZV2108T900 | W562RM | J | | 2 | DEL REL CD | QUANTITY | DEL DATE | 001 | 158 | 13-FEB-2014 | 158 | EA | \$ 1,495.80000 | \$ 236,336.40 |
| REL CD | MILSTRIP | ADDR | SIG CD | MARK FOR | TP CD | | | | | | | | | | | | | | | | | | |
| 001 | W56HZV2108T900 | W562RM | J | | 2 | | | | | | | | | | | | | | | | | | |
| DEL REL CD | QUANTITY | DEL DATE | | | | | | | | | | | | | | | | | | | | | |
| 001 | 158 | 13-FEB-2014 | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|--|--|----------------|--------------------|
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| Name of Offeror or Contractor: MELTON SALES & SERVICE | | | |

SECTION D - PACKAGING AND MARKING

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|---------------|------------------------|-------------------------------------|-------------|
| D-1 CHANGED | 52.211-4517 (TACOM) | PACKAGING REQUIREMENTS (COMMERCIAL) | DEC/2007 |

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 7**

PIIN/SIIN SPRDL1-13-C-0153

MOD/AMD P00001

Name of Offeror or Contractor: MELTON SALES & SERVICE

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 4, dated 19 Sep 2007, including bar coding and Military Shipment Label (MSL). The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause. For details and most recent information, see <http://www.acq.osd.mil/log/rfid/index.htm> for the current DoD Suppliers Passive RFID Information Guide and Supplier Implementation Plan. If the item has Unique Item Identifier (UII) markings then the concatenated UII needs to be 2D bar coded and applied on the unit package, intermediate and exterior containers, and the palletized unit load.

(h) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204(I)/TM38-250/NAVSUPPUB 505/MCO P4030.19(I)/DLAM 4145.3(I) (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All WPM shall be constructed from heat treated (treated to 56 degrees Celsius -core temperature- for 30 minutes) lumber and certified by an accredited agency accredited by the ALSC in accordance with Wood Packaging Material Policy and Wood Packaging Material Enforcement Regulations (see URL: <http://www.alsc.org>). The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking: Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens. Pallet markings shall be applied to the stringer or block on diagonally opposite sides and ends of the pallet and be contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with https://www.ippc.int/servlet/BinaryDownloaderServlet/133703_ISPM15_2002_with_Ann.pdf?filename=1152091663986_ISPM_15_2002_with_Annex1_2006_E.pdf&refID=133703 and be marked with an ALSC approved dunnage stamp, marked at two foot intervals (in the case of dunnage shorter than 2 feet, each piece must still have the mark present). Foreign manufacturers shall have the heat treatment and marking of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

CONTINUATION SHEET

Reference No. of Document Being Continued

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PIIN/SIIN SPRDL1-13-C-0153

MOD/AMD P00001

Name of Offeror or Contractor: MELTON SALES & SERVICE

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ MIPR/ <u>ITEM</u> | OBLG <u>STAT</u> | JO NO/ <u>ACCT ASSIGN</u> | ACRN | PRIOR AMOUNT | INCREASE/ DECREASE | CUMULATIVE AMOUNT |
|------------|--|---------------------|------------------------------|-------|---------------|-----------------------|----------------------|
| 0001AA | EH27E079EH SM2B1100000 | 2 | | AA \$ | 385,916.40 \$ | -236,336.40 \$ | 149,580.00 |
| 0002AA | EH27E079EH SM2B1100000 | 2 | | AA \$ | 0.00 \$ | 236,336.40 \$ | 236,336.40 |
| NET CHANGE | | | | | | \$ 0.00 | |

| ACRN | ACCOUNTING CLASSIFICATION | INCREASE/ DECREASE |
|------------|------------------------------------|-----------------------|
| AA | 97 X4930AC9D 6D 26KB S20113 W56HZV | \$ 0.00 |
| NET CHANGE | | \$ 0.00 |

| NET CHANGE FOR AWARD: | PRIOR AMOUNT OF AWARD | INCREASE/DECREASE AMOUNT | CUMULATIVE OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| \$ | 385,916.40 | \$ 0.00 | \$ 385,916.40 |

| LINE | ACRN | EDI/SFIS ACCOUNTING CLASSIFICATION |
|--------|-------|---|
| 0001AA | AA 97 | 0X0X4930AC9D S20113 6D0000SM2B110000026KB S20113 W56HZV |
| 0002AA | AA 97 | 0X0X4930AC9D S20113 6D0000SM2B110000026KB S20113 W56HZV |