

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 19-May-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY SDDC CONTRACTING CENTER SDAQ-P PERSONAL PROP & PASSENGER SERVICES 200 STOVALL STREET, 12S45 ALEXANDRIA VA 22332-5000	CODE W81GYEB7	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AMERICAN AUTO LOGISTICS, LP DOUG TIPTON ONE MAYNARD DRIVE (3RD FLOOR) PARK RIDGE NJ 07656		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. DAMT01-03-D-0184	
		X	10B. DATED (SEE ITEM 13) 15-Aug-2003	
CODE 3VVV8	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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; 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.				
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 date, 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: Administrative changes and mutual agreement				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jonesk06275 This modification is hereby issued to incorporate the following changes to this contract: 1. Contractor's address is changed; new address effective 19 May 2006, is noted in block 8 above.				
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)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

ADMINISTRATIVE CHANGES

2. Appendix A, Vehicle Claims Instructions, Paragraph 4e is updated as follows:

e. You must note all loss and/or damage to your vehicle at the time you pick up your vehicle. If you discover loss or damage, you may file a claim directly with the contractor while you are at the Vehicle Processing Center (VPC), you may file a claim by mail directly with the contractor, or you may file a claim with a Military Claims Office. Claims filed with the contractor while you are at the VPC will be settled while you are still at the VPC. If you choose to file a claim with the contractor by mail, the contractor has 60 days to settle your claim. If you file with the military service, you have two years from the date you picked up your vehicle to file your claim. However, you should file your claim as soon as possible.

A revised Appendix A is attached.

3. Appendix D, National Holidays for Italy is updated to include Republic Day/Flag Day – June 2 and delete Corpus Christi, June 1. A revised page to Appendix D is attached.

4. Performance Work Statement Paragraph C.10.1.5 is modified to include language covering Acts of God for POV Storage. Updated clause attached.

5. CLIN 1802 is modified to read: CONUS Moves, Homeport and Unit Moves.

Homeport and Unit Moves will be negotiated and priced at the time a move is scheduled. Other CONUS to CONUS is priced in accordance with drayage rates under this schedule. Revised page is attached.

6. Modification P00009 incorporation of CLINs for NJ/NY port call under Schedule 1102 are hereby withdrawn and deleted from this contract. Original Northeast and Northern Europe CLINS will be utilized. Updated schedule page attached.

7. The current estimated price of this contract is \$183,013,958.75 (Option Year 1). The total estimated price from base years to present is \$541,735,199.50.

APPENDIX A

VEHICLE CLAIMS INSTRUCTIONS

These instructions tell you how to file a claim for loss or damage to your vehicle or its accessories that occurred during a Government sponsored shipment. Please read these instructions carefully to understand what you must do.

Please follow these instructions to file a claim..

1. The Government recommends that you first attempt to settle your claim directly with the contractor who shipped your vehicle. However, the amount paid by the contractor is not based on a binding estimate from a repair company. While the contractor will attempt to accurately estimate the cost of repairing an item, the actual cost of the repair may exceed what the contractor paid for that item. If you have accepted payment from the contractor on an item, you may not claim any additional amount for that item from the military claims office. If you do not feel that the offer made by the contractor is a good settlement, you may file your claim with a military claims office.

2. Joint inspections.

a. **When you drop off or pickup your vehicle, you will be required to conduct a joint inspection with the contractor to determine the condition of your vehicle. This is important because regardless of where you file your claim, you must prove that the loss and/or damage being claimed occurred while the vehicle was shipped or stored.**

b. During the joint inspection carefully and completely list any loss and/or damage to your vehicle on the DD Form 788 or other inspection form. You should receive one copy of the inspection form at the initial turn-in inspection and a second copy of the inspection form at destination when you pick up your vehicle. List all loss and damage in item #13, column 1 of the DD Form 788. The contractor's inspector will record his agreement or disagreement in item #13, column 2.

c. Do not rely on a representative of the company that shipped your vehicle to list loss and/or damage for you. **MAKE SURE YOU HAVE LISTED ALL LOSSES OR DAMAGE TO YOUR VEHICLE BEFORE YOU LEAVE THE VPC.**

d. Inspect the interior, exterior, and all systems of your vehicle very closely. It will be difficult to prove that damage you discover after accepting your vehicle occurred during shipment/storage and not while the vehicle was in your possession. However, if you discover damage after you have left the vehicle processing center, **YOU MUST IMMEDIATELY NOTIFY THE COMPANY THAT SHIPPED YOUR VEHICLE, IN WRITING** and, when possible, obtain an additional inspection at the VPC. When impractical to return to the VPC for another additional joint inspection, immediately seek a joint inspection at the nearest military claims office. Be sure to give a detailed description of the damage and explain why it was not discovered at the joint inspection when you picked up your vehicle. Keep a copy of the notice for your claim. Notice of additional loss and/or damage must be reported to the contractor immediately. Do not wait until you can get another inspection to notify the contractor.

3. FILING CLAIMS WITH THE CONTRACTOR.

a. Fill out the claim form provided by the contractor. If you are still at the contractor's vehicle processing center, give the claim to the contractor's representative and retain one copy for your records. If you have left the vehicle processing center, mail the claim form to the address provided by the contractor. The contractor will review your claim and tell you within sixty (60) calendar days how much it will pay. If you discover additional loss and/or damage, after you submitted your claim but before the contractor has paid the claim, you should immediately notify the contractor and amend your claim.

b. If both you and the contractor agree while you are still at the vehicle processing center that your claim can be settled for \$1000 or less, you may elect the "on site settlement option." The contractor will pay you the amount of your claim immediately at the vehicle processing center. While your acceptance of such a settlement is final with respect to the claimed damage, you may still file a claim for any additional damage discovered and reported within a reasonable period of time after leaving the port. NOTE: THE VPC IS NOT A REPAIR FACILITY AND THE ON SITE SETTLEMENT may not be enough to pay the cost of actual repairs. The on site settlement should be considered only as a cash compensation for Damage. The award is not guaranteed to cover your repair costs. If you accept payment at the VPC for damage to a part of your vehicle, you will not be paid any additional amount for that damage from a military claims office.

c. The contractor must settle your claim within sixty (60) days to your satisfaction. If you have elected to file your claim with the contractor but have not received an offer within 60 days or do not want to accept the contractor's offer, you may file your claim with the appropriate military claims office. If you have any questions regarding the settlement being offered by the contractor, please contact the appropriate military claims office for guidance. NOTE: You may also file a claim with the military claims office directly, without first filing a claim with the contractor.

d. If you discover additional damage or more extensive damage, after the contractor has paid your claim, you can ask the contractor to consider an amended claim. However, the contractor will generally not be required to reopen a claim after it has been paid. Therefore, it is critical that you do a complete and thorough inspection of the inside and outside of your vehicle and all of its controls and accessories. **Do not be rushed in making the inspection.** Make sure you check everything and put any damage or loss on the inspection sheet BEFORE YOU LEAVE THE VEHICLE PROCESSING CENTER.

e. You have two years from pick-up date to file your claim with the contractor who shipped your vehicle, BUT YOU SHOULD FILE YOUR CLAIM AS SOON AS POSSIBLE, PREFERABLY WITHIN 60 DAYS OF DELIVERY. Because you only have two years from date of pick-up to file a claim with the military claims office, if you wait two years to file a claim with the contractor, you will probably not have time to file a claim with the Government if you are not satisfied with the carrier's offer.

4. FILING CLAIMS WITH A MILITARY CLAIMS OFFICE.

a. If you elect to file a claim with the Government, call or visit the claims office at your installation or the nearest military installation. The claims personnel at the military claims office will give you the necessary claim forms and instructions.

b. You must prove that you own the vehicle, that the loss and/or damage you are claiming occurred during the Government-sponsored shipment and the cost of any repairs or replacement. Claims personnel can answer any questions, especially about estimates of repair. Any estimates of repair or paid repair bills for damage to operating systems such as transmission, electrical system, or engine should include a professional opinion as to the cause of the damage. Estimate of repair or paid repair bills must

identify what was repaired or replaced. For example, a repair bill for a broken tail light and a broken windshield should show the cost of both items separately and have two entries, one showing the time to fix the tail light and one showing the time to fix the windshield.

c. If you have private vehicle insurance that covered the vehicle while it was being shipped, you may be required to file and settle the claim with your insurance company prior to filing with the Government. While such filing is usually optional, you should contact the nearest claims office of your Military Service, as soon as possible, to determine if it is required. You do not need to file with your private insurer if you file and settle your claim directly with the contractor, AAL.

d. If you file a claim with the Government, you are required to notify the claims office where you filed the claim of any offer of settlement or denial of liability by any third party, such as the contractor who shipped the vehicle or your private insurer.

e. You must note all loss and/or damage to your vehicle at the time you pick up your vehicle. If you discover loss or damage, you may file a claim directly with the contractor while you are at the Vehicle Processing Center (VPC), you may file a claim by mail directly with the contractor, or you may file a claim with a Military Claims Office. Claims filed with the contractor while you are at the VPC will be settled while you are still at the VPC. If you choose to file a claim with the contractor by mail, the contractor has 60 days to settle your claim. If you file with the military service, you have two years from the date you picked up your vehicle to file your claim. However, you should file your claim as soon as possible.

#6 Holiday pertains to Sachsen-Anhalt**Holidays in England:**

1 st January	New Year's Day
28 th March	Good Friday
Monday after Easter Sunday	Easter Monday
5 th May	May Day
26 th May	Spring Bank Holiday
25 th August	Summer Bank Holiday
25 th December	Christmas Day
26 th December	Boxing Day

Holidays in Italy:

1 st January	Welcome To The New Year
6 th January	Befana
31 st March	Easter Monday (Changes Every Year)
25 th April	Liberation Day
1 st May	Labor Day
22 nd May	Livorno Patron's Day (Alternates With Pisa Patron's Day, 17 June)
2 June	Republic Day/Flag Day
15 th August	The Assumption Of The Virgin
1 st November	All Saints' Day
2 nd November	Memorial Day
8 th December	The Virgin
25 th December	Christmas Day
26 th December	San Stephen's Day

Holidays in Netherlands:

1 st January	New Years Day
13 th April	Easter
30 th April	Queen's Birthday
5 th May	Liberty Day
21 st May	Ascension Day
1 st June	Whit Monday
25 th & 26 th December	Christmas Day

Holidays in Puerto Rico:

1 st January	New Years Day
6 th January	Three Kings Day
8 th January	Hostos Day
3 rd Monday in January	Martin Luther King, Jr. Birthday
3 rd Monday in February	Washington's Birthday
22 nd March	Abolition Day
Friday Prior to Easter Sunday	Good Friday
15 th April	Jose deDiego Day

C.10.1.5 The contractor will not be liable for any loss and/or damage that occurred in transit if the contractor can prove by clear and convincing evidence, both that the loss and/or damage was due to one of the exceptions developed by United States courts interpreting the Carmack Amendment to the Interstate Commerce Act, and that negligence on the part of the contractor's agents, subcontractors or the ocean carrier did not contribute to the loss and/or damage. These exceptions include acts of God, acts of a public enemy, inherent vice of the article being shipped, negligence of the owner or the owner's agent, and acts of public authority. The contractor will not be liable for losses and/or damage due to the illegal acts of persons participating in strikes, lockouts, labor disturbances, riots, or civil commotion, unless the illegal acts, including but not limited to those listed herein, were perpetrated by the employees or agents of the contractor. However, the contractor may be liable for part of the loss if, following some damage by an excepted cause, the contractor, its subcontractors, or ocean carrier fail to take reasonable actions to prevent further loss and/or damage or to mitigate the amount of loss and/or damage. For example, if an act of God, such as a sudden violent storm blew out the windows on a number of vehicles awaiting ocean transport, the contractor may not be liable for the broken windows. But if the contractor failed to take steps to dry out the interiors and cover the windows before onward movement of the vehicles, it might be liable for any subsequent mildew or water damage.

POV Storage: The exceptions noted above that include acts of God, acts of a public enemy, negligence of the owner or the owner's agent, and acts of public authority also apply to POVs held in storage at the contractor's facility. The contractor will not be liable for losses and/or damage due to the illegal acts of persons participating in strikes, lockouts, labor disturbances, riots, or civil commotion, unless the illegal acts, including but not limited to those listed herein, were perpetrated by the employees or agents of the contractor. However, the contractor may be liable for part of the loss if, following some damage by an excepted cause, the contractor, or its subcontractors fail to take reasonable actions to prevent further loss and/or damage or to mitigate the amount of loss and/or damage. Contractor's maximum liability for loss/damage to any vehicle shall not exceed a total of \$20,000.00 or the fair market retail value of the vehicle, whichever is less.

ITEM	DESCRIPTION OPTION YEAR 1	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE
	1 Nov 05 thru 31 Oct 06 CLINS 1100 thru 1A03				
1100	SCHEDULE I FULL SERVICE POVs - MOVEMENTS BETWEEN CONTRACTOR-OPERATED CONUS AND OCONUS VPCS (EXCEPT ANCHORAGE & FAIRBANKS, AK)				
1101	<u>BETWEEN MIDWEST AND:</u>				
1101AA	Benelux	511	ea	\$1,742.00	\$890,162.00
1101AB	England	1635	ea	\$1,721.00	\$2,813,835.00
1101AC	Germany	8894	ea	\$1,649.00	\$14,666,206.00
1101AD	Guam	683	ea	\$1,889.00	\$1,290,187.00
1101AE	Hawaii	5135	ea	\$1,493.00	\$7,666,555.00
1101AF	Italy (Northern)	721	ea	\$2,125.00	\$1,532,125.00
1101AG	Korea	539	ea	\$2,180.00	\$1,175,020.00
1101AH	Naples, Italy	230	ea	\$1,985.00	\$456,550.00
1101AJ	Puerto Rico	738	ea	\$1,313.00	\$968,994.00
1101AK	Sigonella	195	ea	\$2,455.00	\$478,725.00
1101AL	Spain (Rota)	156	ea	\$2,438.00	\$380,328.00
1101AM	Turkey	335	ea	\$2,739.00	\$917,565.00
1102	<u>BETWEEN NORTHEAST AND:</u>				
1102AA	Benelux	412	ea	\$1,483.00	\$610,996.00
1102AB	England	1244	ea	\$1,461.00	\$1,817,484.00
1102AC	Germany	6250	ea	\$1,390.00	\$8,687,500.00
1102AD	Guam	428	ea	\$2,076.00	\$888,528.00

1102AE	Hawaii	3126	ea	\$1,680.00	\$5,251,680.00
1102AF	Italy (Northern)	742	ea	\$1,865.00	\$1,383,830.00
1102AG	Korea	459	ea	\$2,366.00	\$1,085,994.00
1102AH	Naples, Italy	250	ea	\$1,508.00	\$377,000.00
1102AJ	Puerto Rico	676	ea	\$1,192.00	\$805,792.00
1102AK	Sigonella	847	ea	\$1,979.00	\$1,676,213.00
1102AL	Spain (Rota)	432	ea	\$2,194.00	\$947,808.00
1102AM	Turkey	214	ea	\$2,425.00	\$518,950.00

1103 BETWEEN SOUTHEAST AND:

1103AA	Benelux	384	ea	\$1,490.00	\$572,160.00
1103AB	England	573	ea	\$1,469.00	\$841,737.00
1103AC	Germany	7382	ea	\$1,397.00	\$10,312,654.00
1103AD	Guam	306	ea	\$2,030.00	\$621,180.00
1103AE	Hawaii	2768	ea	\$1,604.00	\$4,439,872.00
1103AF	Italy (Northern)	428	ea	\$1,873.00	\$801,644.00
1103AG	Korea	354	ea	\$2,321.00	\$821,634.00
1103AH	Naples, Italy	248	ea	\$1,651.00	\$409,448.00
1103AJ	Puerto Rico	833	ea	\$1,106.00	\$921,298.00
1103AK	Sigonella	183	ea	\$2,122.00	\$388,326.00
1103AL	Spain (Rota)	126	ea	\$2,105.00	\$265,230.00
1103AM	Turkey	174	ea	\$2,406.00	\$418,644.00

**1104 BETWEEN WEST COAST
AND:**

1104AA	Benelux	169	ea	\$2,116.00	\$357,604.00
1104AB	England	481	ea	\$2,095.00	\$1,007,695.00

1104AC	Germany	2822	ea	\$2,023.00	\$5,708,906.00
1714AA	San Diego, CA Naval Base via Los Angeles, CA VPC	200	ea	\$253.00	\$50,600.00
OCONUS					
1714AB	Menwith Hill, UK via Brandon, UK VPC	268	ea	\$439.00	\$117,652.00
1714AC	St. Mawgan, UK via Brandon, UK VPC	101	ea	\$718.00	\$72,518.00
1714AD	W. Ruislip, UK via Brandon, UK VPC	412	ea	\$331.00	\$136,372.00
1714AE	Bad Aibling, GE via Boeblingen, GE VPC	243	ea	\$317.00	\$77,031.00
1714AF	Madrid, SP via Rota Spain VPC	60	ea	\$993.00	\$59,580.00
1714AG	Seville, Spain via Rota, Spain VPC	9	ea	\$230.00	\$2,070.00
1714AH	Lisbon, Portugal via Rota, Spain VPC	19	ea	\$1,123.00	\$21,337.00
1714AJ	Ankara, Turkey via Izmir, Turkey VPC	89	ea	\$439.00	\$39,071.00
1715	Norfolk VPC Wage Rate Adjustment	12	mo	\$12,848	\$154,176.00
1716	POV STORAGE LINEHAUL CONUS				
1716AA	1-25 Miles	1	ea	\$78.00	\$78.00
1716AB	26-50 Miles	1	ea	\$78.00	\$78.00
1716AC	51-100 Miles	1	ea	\$78.00	\$78.00
1716AD	101-200 Miles	1	ea	\$147.00	\$147.00
1716AE	201 - 500 Miles	1	ea	\$221.00	\$221.00
1716AF	501-1000 Miles	1	ea	\$416.00	\$416.00
1716AG	1001 - 2000 Miles	1	ea	\$573.00	\$573.00
1716AH	2001 - 3000 Miles	1	ea	\$767.00	\$767.00
1716AJ	3001 Miles or Greater	1	ea	\$874.00	\$874.00
1800	SCHEDULE VIII OUT OF POCKET EXPENSES				
1801	Out of pocket expense estimate	1	LOT est.		\$25,000.00
1802	HOMEPORT AND UNIT MOVES				
	Homeport and unit moves will be negotiated and priced at the time a move is scheduled. CONUS to CONUS is priced in accordance with drayage rates under this schedule.	1	LOT est.		\$50,000.00
1900	SCHEDULE IX OCEAN CARRIAGE PASS THROUGH CHARGES				
1901	Ocean Carriage Pass Through	1	LOT est.		\$73,000,000.00

**1A00 SCHEDULE A POV STORAGE -
LONG TERM STORAGE-CONUS**

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from

MTMC OPERATIONS CENTER
661 SHEPPARD PLACE, MTDS-RM
FORT EUSTIS VA 23604-5000

to

SDDC OPERATIONS CENTER
661 SHEPPARD PLACE
FORT EUSTIS VA 23604-5000

(End of Summary of Changes)