

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF
2. AMENDMENT/MODIFICATION NO P00008	3. EFFECTIVE DATE 01 JANUARY 2004	4. REQUISITION/PURCHASE ORDER NO VARIOUS	5. PROJECT NO. (if applicable)		
6. ISSUED BY CODE	SP0300	7. ADMINISTERED BY (if other than item 6)		CODE	
DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG 6 700 ROBBINS AVENUE PHILADELPHIA, PA. 19111-5092 POC: T. HALEY / DSCP-HFOM / (215) 737-7804		SEE BLOCK 6			
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO	
THE PUBLIC WAREHOUSING COMPANY (PWC) KSC P.O. BOX 25418 SULAIBIYA MAIN BUILDING - BESIDE LAND CUSTOMS CLEARING AREA 13115 SAFAT, STATE OF KUWAIT				9B DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO	
				X	SP0300-04-D-3061
				10B DATED (SEE ITEM 13)	28 MAY 2003
CODE SG137	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The abovenumbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation and 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 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, but 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.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVENUMBERED 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: BILATERAL AGREEMENT
<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 UOF section headings, including solicitation/contract subject matter where feasible)

PLEASE SEE THE FOLLOWING PAGES FOR DETAILS OF MODIFICATION TO THE ABOVE CITED CONTRACT.

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) C.T. SWITZEL GM - PWC PRIME VENDOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) THOMAS E. HALEY
15B. CONTRACTOR OFFICER 	15C. DATESIGNED 8 FEB 04
15D. UNITED STATES OF AMERICA BY	16C. DATESIGNED (Signature of Contracting Officer)

Contract Modification P00008

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**The Public Warehousing Company (PWC) KSC
SP0300-04-D-3061**

1. The purpose of this contract modification is to execute a lump sum settlement payment in order to expedite the payment of monies due The Public Warehousing Company (PWC) KSC for invoices dating on or before 01 January 2004. The Defense Supply Center Philadelphia (DSCP) is paying PWC by the above stated process in order to satisfy the Government's debt.

2. Subject to the terms and conditions of the contract referenced above, PWC submitted invoices dated on or before 01 January 2004 to DSCP reflecting Food Service deliveries required under the terms of the following contract:

**SP0300-03-D-3061
SP0300-04-D-3061**

A spreadsheet is included as part of the modification documentation. DSCP has made partial or no payment to PWC for the invoices listed on the spreadsheet attachments, with balances remaining unpaid by DSCP to date. DSCP does not dispute its debt to PWC for these invoices. In order to expedite the remaining payments due, DSCP has offered and PWC has agreed to accept a lump sum payment to satisfy the Government's debt. Payments have been delayed due to new customer sites without proper DoDAAC information. The Government still reserves the right to reconcile dollar amounts per the attached invoices. For example, there may occur Purchase Ratio Factors or pricing related factors to be discovered at a later date to be reconciled.

This action represents full and final payment of the indicated invoices where monies are due up to 01 January 2004, as calculated in accordance with the DoD Financial Management Regulation and in accordance with the Prompt Payment Act.

Payment Summary:

Effective Date: 01 January 2004

CALL #: 4001

CLIN #: 0001A

Total Payment: \$

The signature of both parties to this modification will represent an agreement to the above process. The payment and receipt of the above referenced lump sum settlement payment shall constitute payment in full and final satisfaction of those monies owed in the attachments. It is understood this modification does not affect outstanding unpaid invoices not listed in the attachments.

3. All other terms and conditions of this contract remain unchanged and in full force and effect.