

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. _____ PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE. PHILA., PA 19111 KAREN R. AQUINO, 215-737-2928	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK #6.	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SYSCO OF HAMPTON ROADS 7000 HARBOR VIEW BLVD. SUFFOLK, VA 23435	(X) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-02-D-3001
	10B. DATED (SEE ITEM 13) JANUARY 09, 2001

CODE 04P28 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.

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.

(X) 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: IAW CLAUSE 52.212-4 AND CONTRACTOR'S LETTER DATED AUGUST 22,2002
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
FULL LINE FOOD DISTRIBUTOR FOR THE NAVY SHIPS IN THE NORFOLK AREA.

REFERENCE IS MADE TO YOUR LETTER DATED MAY 31, 2002 IN WHICH SYSCO OF HAMPTON ROADS SUBMITTED A CLAIM FOR SETTLEMENT OF BOX LUNCH INVENTORY AT THEIR FACILITY. THE CLAIM IS IN THE AMOUNT OF \$74,545.28.

AFTER NEGOTIATIONS BETWEEN DSCP AND SYSCO OF HAMPTON ROADS, MR. JOHN HALL (CEO), AN AGREEMENT WAS REACHED TO SPLIT THE COST OF SYSCO'S CLAIM. DSCP AND SYSCO OF HAMPTON ROADS HAVE SETTLED ON SPLITTING THE COST 50/50 FOR THE AMOUNT OF \$37,272.64 EACH.

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) KAREN R. AQUINO
15B. CONTRACTOR/OFFEROR <i>John A. Hall</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9-11-02
16B. UNITED STATES OF AMERICA BY <i>Karen R. Aquino</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9-17-02

SYSCO OF HAMPTON ROADS HAS RECEIVED A PROPOSAL FROM BOX LUNCH, IN LETTER DATED AUGUST 22, 2002, TO PAY A 1/3 OF THE CLAIM AMOUNT, APPROXIMATELY \$24,848.42, IN FOUR INSTALLMENT PAYMENTS TO SYSCO HAMPTON ROADS COMMENCING SEPTEMBER 2002 AND ENDING DECEMBER 2002. SHOULD THE REIMBURSEMENT TAKE PLACE SYSCO OF HAMPTON ROADS WILL NOTIFY DSCP AND REIMBURSE DSCP 50% OF ANY AMOUNT RECOVERED FROM BOX LUNCH.

BASED ON THE ABOVE, SYSCO OF HAMPTON ROADS HAS AGREED TO ACCEPT AND DSCP HAS AGREED TO A ONE LUMP SUM PAYMENT OF \$37,272.64 TO SATISFY IN FULL THE GOVERNMENT'S DEBT.