

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE AUG 21, 2018	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30018R0024
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2018 AUG 09
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	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 1 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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"/>	
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached Continuation Sheet(s).

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)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Solicitation SPE300-18-R-0024 is hereby amended as follows:

Amendment 0002 to Solicitation SPE300-18-R-0024:

Statement of Work

The following revisions are incorporated:

1. Page 107, paragraph B, the sentence stating "Complete the spreadsheet proposal for the 88 Market Basket items" is deleted and replaced with "Complete the spreadsheet proposal for the 92 Market Basket items".

2. Page 107, paragraph B, the sentence stating "If the date of the invoice is more than 90 days from the solicitation closing date, an explanation should be provided" is deleted and replaced with "If the date of the invoice is more than 75 days from the solicitation closing date, an explanation should be provided".

3. Page 69, the following language is deleted in its entirety:

**\*\*THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY\*\***

**\*\*APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER\*\***

A. The Contractor shall advise the customer by 12 noon on the day after the order is placed of the nonavailability of an item. If a customer places an order more than 7 days before the required delivery date, the Contractor must still notify the customer on the day after the order is placed of the non-availability of an item. At this time, if it appears that the Contractor does not expect a stock replenishment (in sufficient time to fulfill the requirement, the Contractor will source a NAVSUP approved suitable replacement. NAVSUP will make the final decision on the acceptability of any replacements.

B. The Contractor will charge no "restocking fees" for canceled orders resulting from unforeseen circumstances such as pier closures, ceremonies, or weapons load outs.

**\*\* END NAVY SHIPS LANGUAGE\*\***

4. Page 71, the following language is incorporated into paragraph 7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR SUBSTITUTIONS:

**\*\* THIS LANGUAGE APPLIES TO NAVY SHIPS CUSTOMERS ONLY\*\***

**\*\*APPLICABLE IF DELIVERY WILL BE TO A NAVY SHIPS CUSTOMER\*\***

A. The Contractor shall advise the customer by 12 noon on the day after the order is placed of the nonavailability of an item. If a customer places an order more than 7 days before the required delivery date, the Contractor must still notify the customer on the day after the order is placed of the non-availability of an item. At this time, if it appears that the Contractor does not expect a stock replenishment (in sufficient time to fulfill the requirement, the Contractor will source a NAVSUP approved suitable replacement. NAVSUP will make the final decision on the acceptability of any replacements.

B. The Contractor will charge no "restocking fees" for canceled orders resulting from unforeseen circumstances such as pier closures, ceremonies, or weapons load outs.

**\*\* END NAVY SHIPS LANGUAGE\*\***

5. Page 115, the following language proceeds III. EARNED INCOME and is incorporated:

IV. NAVY SHIPS CUSTOMERS' RESTOCKING FEE

The Contractor shall identify any restocking fees, LB and/or CS, that may be associated with holding stock for a Navy Ships' customer(s) and the order is subsequently cancelled. (Refer to Statement of Work (SOW), Paragraph V. Order and Deliveries & Performance, Paragraph 7. NOT IN STOCK (NIS) AND ORDERS FOR SUBSTITUTIONS). If a restocking fee is identified, the fee will be noted as distribution category 39a, for UOM LB items, and 39b, for UOM CS items, in any resultant contract.

All other terms and conditions remain unchanged.