

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00210		3. EFFECTIVE DATE See Blk. 16C	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 USA Initiator: Brian Bunce PSPTAF5 Tel: 215-737-0347 FAX: 215-737-3215 Email: BRIAN.BUNCE@DLA.MIL		CODE SPM300	7. ADMINISTERED BY (If other than Item 6)		CODE SPM300
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FOOD SERVICES, INC. DBA 17889 MCLEAN RD MOUNT VERNON WA 98273-8791 USA			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-11-D-3463	
				10B. DATED (SEE ITEM 13) 2011 JUN 09	
CODE 1FUB7	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 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.

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.
	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: 52.212-4(c) Contract Terms and Conditions (Changes May 2014)
	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.)

See Continuation Sheet

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)	
		Patricia Griffith PSPTAS6	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<u>Patricia A. Griffith</u> (Signature of Contracting Officer)	2014 NOV 18

Please see follow on attachment regarding updated ramp up language

CONTINUED ON NEXT PAGE

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
ATTACH.Contractor Signed Modification	P00210CS.pdf

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00210		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. CONTRACT ID CODE	PAGE OF PAGES 1 4
6. ISSUED BY DLA Troop Support Philadelphia Directorate of Subsistence, FTAF 700 Robbins Avenue Philadelphia, PA 19111-5092 Brian Bunce, Contracting Specialist (215)737-3876	CODE SPE300	7. ADMINISTERED BY (If other than Item 6) See Block Six		6. PROJECT NO. (If applicable)	

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) Food Services Inc. 17889 Mclean Rd. Mount Vernon, WA 98273	<input checked="" 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. SPM300-11-D-3463 10B. DATED (SEE ITEM 13) 08/09/2011

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 (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 your 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.

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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 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(c) Contract Terms and Conditions (Changes May 2014)
<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 the issuing office.

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

See Continuation Sheet

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) Melissa Spradlin, Govt Contract Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia A. Griffith Contracting Officer	
15B. CONTRACTOR/OFFEROR Melissa Spradlin <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 10-22-14	16B. UNITED STATES OF AMERICA Patricia A. Griffith <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 11/18/2014

The purpose of this modification is to memorialize an agreement between DLA Troop Support and Food Service Inc. related to the implementation of the follow-on contract (Solicitation SPE300-14-R-0029). Food Service Inc. is the incumbent contractor. Details of the agreement are identified below:

CONTRACT IMPLEMENTATION PHASE

The contract implementation phase is defined as a ramp-up and/or ramp down period which begins immediately after award of the follow-on contract and ends when each individual customer supported under the contract has placed its first order under the new contract.

1. In the event that a follow-on contract is awarded to the incumbent contractor, the contract implementation phase will be utilized to establish fully functional catalogs in accordance with the terms and conditions of the new contract. The following guidelines shall be followed:

- i. Within 6 months after award, the contractor shall be fully prepared to support all customers under the terms and conditions of the new contract. New and fully functional catalogs must be established during this time.
- ii. Existing inventory that is stored at the Government Owned Contractor Operated (GOCO) or in the pipeline prior to contract implementation shall be placed on the new catalogs at the product price as defined by the old contract and the distribution price as defined by the new contract.
- iii. New product that is ordered during the implementation phase shall only be ordered to replenish old product or to bring in new items requested and approved by the Government. This product must be ordered at the product price defined by the new contract.
- iv. Product prices shall be updated on the new catalogs in accordance with the terms and conditions of the new contract.

2. In the event that a follow-on contract is awarded to a firm other than the incumbent contractor and the GOCO facility will be used by both firms, the contract implementation phase will be utilized to ramp-up the new prime vendor and ramp down the incumbent. Ramp up/down planning shall begin immediately after award. The ramp up/down process shall be completed within 6 months after award. The following guidelines shall be followed:

- i. Within the first 2 months after award, the incumbent contractor shall provide an excel spreadsheet report to the Contracting Officer which identifies all prime vendor purchased product by stock number, item description, quantity and location in the pipeline, expiration date, average monthly demand, and product price.
- ii. The incumbent contractor will be responsible to continue replenishment of all items to allow for sufficient stock on hand and in the pipeline to support the current customer requirements. A Total Asset Visibility Report will be required on a weekly basis to the Contracting Officer. In coordination with both the incumbent and the new contractor, the Contracting Officer will decide when the incumbent contractor shall stop placing new product orders and the new contractor shall start placing new product orders. The goal during contract implementation is to minimize the incumbent contractor's pipeline that will remain at the end of the contract implementation period and to provide a seamless transition of continued support to the customers.
- iii. It is estimated that the incumbent contractor will remain the principal source of food and non-food supplies for the first five months of the implementation period. During this period, the incumbent contractor shall maintain its contractually required fill-rate of 97.5%. Notwithstanding

other provisions of this contract, performance failure during this period, just as during other periods of performance, may result in the contract termination for cause.

iv. The incumbent contractor will be required to offer product for sale to the new contractor, and the new contractor is required to procure the product offered for sale from the incumbent contractor in accordance with the following terms and conditions. Any additional terms must be agreed upon between the two parties.

- In accordance with the average demand history for each item, quantities sold to the new contractor shall be a minimum of 1 month of stock and shall not exceed 5 months of stock, which would account for a total pipeline (stock on-hand and receipted replenishment quantities to include stock levels for surge and sustenance requirements). Products shall be sold to the new contractor at the "Product Price" as defined by DLAD 52.216-9065 Economic Price Adjustment - Actual Material Costs for Subsistence Product Price Business Model). Supporting invoice documentation must be provided to the new contractor for traceability and price verification purposes. The estimated value for the maximum 5 months of stock is \$6M.
- All products are subject to inspection by the new contractor. Product that fails to meet minimum contractual requirements; i.e., proper storage, shelf life remaining, etc.; product that does not have sufficient anticipated demand; and/or product that is sourced from Outside Contiguous United States (OCOUS) contractors; i.e., fresh fruits and vegetables, may be excluded from the transaction.
- If the incumbent contractor fails to offer product for sale to the new contractor or fails to maintain a minimum of 30 days of supply in accordance with Average Monthly Demands (AMD), then DLA Troop Support may seek reimbursement for DTS costs for product transportation. If the new contractor fails to procure product offered for sale from the incumbent prime vendor and that product is needed to support initial customer requirements, the new contractor will be required to pay for airlifts associated with the failure to procure the offered product.
- All products purchased by the new contractor at the "Product Price" and the "Distribution Price" (as defined by DLAD 52.216-9065 Economic Price Adjustment - Actual Material Costs for Subsistence Product Price Business Model) shall be used to establish fully functional catalogs and provide initial support to the customers under the terms and conditions of the new contract.

v. It is the Government's intent to have all orders placed under the new contract 5 months after award. For the incumbent contractor, the last month of the implementation period should be used for the submission and payment of final invoices. For the new contractor, first orders should be delivered during the last month of the implementation period. The Government anticipates that it will be necessary for both contractors, the incumbent and new, to co-exist at the GOCO for the final 30 days of the implementation period to ensure a smooth transition of support to the customer.

vi. The new contractor's access to the GOCO facility during the implementation phase shall be coordinated with the Contracting Officer, Contracting Officer Representative, and the Defense Logistics Agency Pacific office.

vii. Prime vendor product that is not purchased by the new contractor must be disposed of by the incumbent contractor. The incumbent contractor shall be responsible for all related disposal costs.

viii. The incumbent contractor must be fully prepared to vacate the GOCO facility within the last 30 days of the 6 month implementation period.

ix. The new contractor must be fully prepared to support all customers under the contract within the last 30 days of the 6 month implementation period.

x. Replenishment inventory must be purchased by the new contractor to provide continued customer support throughout the contract period.