

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 4 PAGES

2. AMENDMENT/MODIFICATION NO. P00004
 3. EFFECTIVE DATE 3 Nov 2011
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____
 6. ISSUED BY CODE SPM300
 7. ADMINISTERED BY (If other than Item 6) CODE _____

DLA Troop Support Philadelphia
 Directorate of Subsistence, FTAF
 700 Robbins Avenue
 Philadelphia, PA 19111-5092
 Brian Bunce, Contracting Specialist (215)737-0347

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Food Services Inc.
 17889 Mclean Rd.
 Mount Vernon, WA 98273
 CODE 1FUB7 FACILITY CODE _____

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-11-D-3463
 10B. DATED (SEE ITEM 13) 06/09/2011

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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input 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 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: FAR 52.212-4(c)(2)
<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.)

Purpose of this modification is to incorporate Okinawa FF&V and ESL processes into the contract. Please reference distribution price on pages 27-33 of the 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) James D. Dodds contract manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TRACEY L. BROWN
15B. CONTRACTOR/OFFEROR James D. Dodds (Signature of person authorized to sign)	15C. DATE SIGNED 11/2/11
16B. UNITED STATES OF AMERICA TRACEY L. BROWN (Signature of Contracting Officer)	16C. DATE SIGNED 11/3/2011

SPM300-11-D-3463, Full Line Distribution for Okinawa:

Fresh Fruits and Vegetables (FF&V)

The Prime Vendor is now responsible for the purchase of Fresh Fruits and Vegetables in the AOR of Okinawa effective 9 Jun 2011. The PV will purchase as much product as possible from Local Sources and the items not available locally will be purchased from non-local approved sources outside of Okinawa.

Effective June 9, 2011 all Fresh Fruits and Vegetables Items will be under one Catalog specific to FF&V Items. The FF&V catalog number will be # SPM300-11-D-3477.

FF&V Cancellations:

Cancellations, quantity reductions and delivery delays, *not directly caused by the SPV*, which result in FF&V spoils or quality of the product will be handled to the best of the Prime Vendors ability. In the event that this FF&V product cannot be reused or resold, the PV will bill DLA back for the costs of the spoiled product and all costs associated with the cancellation/reduction/delay and any applicable destruction fees.

FF&V Order Schedule:

These timelines are reflective of current Okinawa DLA services and will allow for a transparent transition of the FF&V items from the current DLA program to the Prime Vender program for the customer. Prime Vendor delivery (PVD) will be on a three business days ordering cycle with a delivery schedule of three days per week; Tuesday, Wednesday and Friday. There may be temporary modifications to the weekly delivery schedule in response to Japanese holidays and other reasonable circumstances. The Prime Vendor will invoice and bill the Government in accordance with the requirements of the current contract.

INVOICE SUBMISSION:

The Prime Vendor, Food Services, Inc. (FSI) will submit an invoice for Product Price only for catalog SPM300-11-D-3477. The Distribution Fees associated with product delivered will not be added to the Product Price and will not be visible to the Customer and shall be billed using catalog NSNs:

8970-01-E01-0167 PACIFIC REGION DISTRIBUTION FEE, FOR CONUS PURCHASE FF AND V, ISSUE AS LB
U/I= LB

8970-01-E01-0168 PACIFIC REGION DISTRIBUTION FEE, FOR LOCAL PURCHASE FF AND V, ISSUE AS LB
U/I= LB

FSI will manually bill Local Distribution Fees and Non-Local Distribution fees on a monthly basis. The Invoices shall be submitted no later than the seventh (7th) day of the following month (reference

solicitation SPM300-08-R-0011 page 130). These charges will be separated to identify the charges associated with each fee and will be submitted to the Account Manager, Contract Specialist, and Contracting Officer for review and approval prior to payment.

Supporting documentation of delivered product signed by the Contracting Officer's Representative should accompany each of the monthly invoices. The supporting documentation shall include at a minimum, purchase order number, DoDAAC, quantity ordered, quantity delivered, distribution unit price and total dollar per line item. Any discrepancies in the invoice will need to be reconciled before payment can be made. Payment will be based on NET WEIGHT of clin, gross weight shall not be used.

The Prime Vendor has submitted category distribution fees, which were determined fair and reasonable. Based on negotiations, the FF&V distribution fee for local purchases within Okinawa is hereby implemented under distribution fee category #32 at ~~XXXX~~/LB

The prime vendor will be required to order an additional case of each FF&V item shipped from CONUS for customs inspection in the region of Okinawa. DLA Troop Support Philadelphia will reimburse the prime vendor for the product price of the case(s) to be inspected. For reimbursement, the prime vendor will need to manually invoice DLA Troop Support Philadelphia with the proper documentation (invoice, and COR needs to witness and notify the Contracting Officer).

A request shall be submitted to the Contracting Officer in the event a Government paid airlift is required. The SPV shall not, without prior approval, utilize these means.

Transportation

The Prime Vendor will support the customer with their FF&V through the Defense Travel System (DTS). Certain items may require CARTS (Controlled Atmosphere Reliable Transportation System). If there becomes a requirement for an Airlift to fulfill Fresh Fruits and Vegetables, the Prime Vendor will submit justification to the Contracting Officer for approval. The Contracting Officer will provide the approval to the Prime Vendor, the COR(s), and POC at USTRANSCOM. Airlift requirements will be reviewed on a case by case basis. However, the Prime Vendor should make every effort to limit the use of Airlifts.

POC for USTRANSCOM to coordinate Airlift:

Mr. Jason Logsdon, Contracting Officer, email: Jason.Logsdon@ustranscom.mil; Phone 618-220-7090 or Ms. Ana Fife, email Ana.Fife@ustranscom.mil.

Emergency requirements: The contractor shall be notified via e-mail of an unscheduled, emergency or high priority shipment by a DLA Troop Support representative. The representative shall provide the contractor with the estimated weight, commodities involved, ship to location and other pertinent information. The contractor shall respond to the COR within 12 hours of notification in order to establish and coordinate delivery times. The contractor is required to deliver emergency shipments to the end destination within 72 hours after receipt of goods. Contracting Officer approval is required.

The Prime Vendor will follow the normal process, as stated in their current contract, for adding, deleting, or changing the price of an item.

Please note there are no case minimums for Fresh Fruits & Vegetables.

First order for FF&V will begin on June 12, 2011 for delivery on June 13, 2011.

The pricing in accordance with this modification have been determined fair and reasonable. Any further changes in pricing, pack size may occur per government approval due to economic conditions and market specifications.

ESL (Extended Shelf Life) Items

The Prime Vendor agreed to remove the distribution fee from all invoice submissions for catalog SPM300-11-D-3477. The distribution fees associated with product delivered will not be added to the product price billed to the customer and will not be visible to the customer and shall be billed using NSN: 8970-01-E01-0166 Pacific Region Distribution Fee, for extended shelf life milk, U/I=CS. The manual billing will reflect one(1) NSN as cited above, even though the ESL Items have three(3) distinct distribution prices associated with each ESL category item, specifically category numbers 50, 53 and 54. This is due to payment being made manually as opposed to using EDI billing and invoicing.

Airlifts

If there becomes a requirement for an Airlift to fulfill ESL Milk/Dairy Items, the Prime Vendor will submit justification to the Contracting Officer for approval. The Contracting Officer will provide the approval to the Prime Vendor, the COR(s), and POC at USTRANSCOM. Airlift requirements will be reviewed on a case by case basis. However, the Prime Vendor should make every effort to limit the use of Airlifts.

POC for USTRANSCOM to coordinate Airlift:

Mr. Jason Logsdon, Contracting Officer, email: Jason.Logsdon@ustranscom.mil; Phone 618-220-7090 or Ms. Ana Fife, email Ana.Fife@ustranscom.mil.

The Prime Vendor, Food Services Inc. will submit an Invoice for Product Price only for catalog SPM300-11-D-3477. The Distribution Fees associated with product delivered will not be added to the Product Price and will not be visible to the Customer and shall be billed using catalog NSN:

8970-01-E01-0166 PACIFIC REGION DISTRIBUTION FEE, FOR EXTENDED SHELF LIFE MILK, U/I= CS
Any issues related to the purchase of FF&V and ESL Items not covered under this modification shall be handled using the disputes clause contained in this contract/solicitation. Substantial changes to this modification shall be negotiated between the SPV and the Government for subsequent contract modification/definitization.