

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE 12/4/12	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111 POC: Michael Kolman (215) 737-4298	CODE SPM300	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) US Foods, Inc. 10211 N. I-35 Service Road Oklahoma City, OK 73131		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1F9R0 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-09-D-3272	
		10B. DATED (SEE ITEM 13) Aug 31, 2009	

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.

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: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items (Changes)
<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.)

REQUIREMENTS FOR: OKLAHOMA AREA

Contract SPM300-09-D-3272 is modified as follows on pages 2-5 of this modification.

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) Sam Erwin DIVISION PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN RICCIO, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Sam Erwin</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>John Riccio</i> (Signature of Contracting Officer)
15C. DATE SIGNED 11-29-12	16C. DATE SIGNED 12/4/12

NSN 7540-01-152-8070
Previous edition unusable

JR

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

MODIFICATION: SPECIAL ORDER NOTIFICATION AND AGREEMENT

DLA Troop Support ("DLA") and US Foods, Inc. ("USF") (as used herein, each of DLA and USF are a "Party" and, collectively, are "the Parties") have entered into a Subsistence CONUS Prime Vendor Contract (SPM300-09-D-3272 or the "Texas/Oklahoma Contract") for the TX/OK region for total food and beverage support for garrison foodservice feeding. (The Parties are also party to several other contracts, all of which are referred to below, collectively, as the "USF Contracts".) Pursuant to DLA's request for forward purchase of a six month supply of the Product, defined below; that such Product be stored, handled, and delivered consistent with the terms of the Contract; and that such Product be brought into USF's stock especially to service DLA's accounts; the Parties enter into this MODIFICATION: SPECIAL ORDER NOTIFICATION AND AGREEMENT ("Modification"), which shall modify the Texas/Oklahoma Contract. Terms not otherwise defined in this Modification shall have the meanings ascribed to them in the Contract.

In accordance with the terms and conditions of the Texas/Oklahoma Contract, USF shall instruct their manufacturers that the raw material for the Product of this agreement may be purchased in three purchases or less within a 180 day period. The raw material and subsequent processed Product must be handled and stored in accordance with good manufacturing and storage practices. DLA reserves the right to inspect all Product at the manufacturer's storage location.

LSN: 890501E616968

Item Description (the "Product"): BEEF, GRD, BULK, FZN, 90% LEAN, 4/10 lb pg, N#136

Total quantity: **644,600** lbs

If replacing another product, what item: _____ Part #: _____

Purchase Price: ____

Location for Product Storage:

American Foodservice
5201 Industry Ave.
Pico Rivera, CA 90660

Additional Instructions and Terms:

All livestock used to make this product must be sourced from US states affected by the recent drought. In addition, the product must be compliant with the Berry Amendment.

The Commitment Amount requested by DLA in this Modification is 105,920 lbs. In addition, the Total Amount requested by DLA across all of the USF Contracts is **644,600** lbs.

USF will purchase the Product in the specified quantities at the specified price, as set forth below.

The price is the Delivered Price of the Product from the manufacturer/processor's facility to USF's delivering warehouse. This price will remain in effect for the Commitment Period, beginning on January 7, 2013 or until the Total Amount reserved for all USF Contracts has been ordered. The Commitment Period will last until the latest expiration date of the Product purchased in accordance with this modification.

The Contract Unit Price will be calculated by adding the Delivered Price to the Distribution Price, as follows:

$$\text{Contract Unit Price} = \text{Delivered price (Purchase Price + In-bound Freight)} + \text{Distribution Price}$$

In-Bound Freight: In-Bound Freight is the component of the Contract Unit Price representing freight from the manufacturer/packer/supplier to the Contractor's facility. The price for In-Bound freight will be the published list price or prevailing market rate for transportation of subsistence and food service operating supplies.

The Commitment Amount of the Product will be stored by the Manufacturer for the duration of the Commitment Period. USF will purchase the Product from its Manufacturer on a regular basis in accordance with DLA customer demand using industry standard good purchasing practices. USF will be responsible for the proper receipt, storage, handling and delivery of the Product to DLA customers in compliance with the quality standards established in the Texas/Oklahoma Contract.

If the Commitment Amount of the Product has been ordered, but the Total Amount of 644,600 lbs. across all of the USF Contracts has not been ordered, then the Delivered Price will continue to be in effect until the overall total quantity has been depleted.

DLA guarantees that it and/or its locations serviced under this Contract will purchase the Commitment Amount of the product during the Commitment Period either under this or other US Foods contracts, or will otherwise pay the Contractor for the disposition of un-purchased quantities as discussed below.

In the event that the entire Commitment Amount under this Modification is sold and distributed to DLA customers prior to the end of the Commitment Period, USF shall continue to purchase the Product from the Total Amount until that quantity is depleted. Alternatively, other USF locations that have a contract with DLA shall assist in selling the Total Amount as long as they have satisfied their own commitment amount. The pricing identified above shall remain in effect until the end of the Commitment Period or until the Total Amount of the Product is sold to DLA customers across all USF Contracts.

If the Total Amount of the Product is not purchased by DLA by the expiration of the product's shelf life, USF shall dispose of all remaining inventories of the Product. USF shall provide written notice to the Contracting Officer detailing the amount of product to be disposed of. In such an event, DLA shall reimburse USF for all costs of disposal at the Disposal Contract Unit Price, which will be calculated by adding the Delivered Price to USF's proposed Disposal Distribution Price. Additionally, any applicable In-Bound Freight will be included in this price. "In-Bound Freight" will only be present if the Product has been delivered to USF's facility as part of ordinary inventory management. The Product to be disposed of is subject to inspection by DLA to verify the quantities and to ensure the Product has been stored, handled, and managed in compliance with the quality standards set forth in the Texas/Oklahoma Contract. Any Product that must be disposed of due to improper storage, handling, or product management will be done at the expense of USF. The Government will not pay for Product that has not been stored/handled/managed properly in accordance with the Texas/Oklahoma Contract.

Upon DLA's authorization for disposal of Product, the contract price for removing the Product from inventory would be calculated as follows:

Disposal Contract Unit Price = Purchase Price + In-Bound Freight (if applicable) + Disposal Distribution Price

Purchase Price:

In-Bound Freight (if applicable): _____

Disposal Distribution Price: _____

Disposal Contract Unit Price: _____

USF will provide a monthly report to the DLA Contracting Officer in order to track Product usage. This report shall include total quantity on hand, anticipated usage, quantity ordered to date, quantity ordered that month, and total quantity on order. This report shall be submitted by the 7th day of each month until the end of the Commitment Period identified above.

"Standard Freight" means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e., the transportation charge for delivery from the manufacturer/grower/private label holder/redistributor to USF. This may include inter-division transfers between USF's warehouses provided the Delivered Price (inclusive of standard freight) of a product at a given time is identical to the Delivered Price of the same product at the same time to other commercial customers in Contractor's electronic purchasing system.

In the event USF picks up product FOB Origin from its supplier, or arranges for delivery transportation from a commercial carrier, the Standard Freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

- (i) the commercial carrier's freight price normally payable by USF for inbound shipments of such products and quantities to USF's distribution point; or
- (ii) an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods, and quantities.

A manufacturer/packer/supplier invoice for the Product must be provided to the Contracting Officer within seven (7) days from the effective date of this Modification. In addition, invoices for any "In-Bound Freight" must be provided to the Contracting Officer within the same time frame. In addition, freight invoices must be provided upon request by the Contracting Officer at any time during the Commitment Period to substantiate any change in the Contract Unit Price. Invoices will be used by DLA to verify the Pricing, Quantities Purchased, and the Date of receipt from the manufacturer/packer/supplier.

If during the Commitment Period, DLA's locations serviced by USF under the Texas/Oklahoma Contract and all other USF Contracts purchase more than the Total Amount (hereinafter "Excess Purchases"), the Contract Unit Price that DLA may charge such locations for such Excess Purchases of the Product will be determined in accordance with the Texas/Oklahoma Contract, without regard to the provisions of this Modification.

DLA will be responsible for the disposition of and payment for the Product in accordance with the terms and conditions of each of the respective USF Contracts.

List of USF Contracts from which the Total Amount will be purchased:

Contract Number	US Foods' Contractor
SPM30013D3582	USF Baltimore
SPM30012D3562	USF Las Vegas
SPM30013D3604	USF Los Angeles/ La Mirada
SPM30012D3567	USF Fullerton/Los Angeles
SPM30008D3228	USF San Francisco
SPM30012D3558	USF Atlanta
SPM30012D3569	USF Salem
SPM30012D3563	USF Lexington
SPM30012D3542	USF North Dakota
SPM30012D3570	USF Kansas City
SPM30009D3272	USF Texas/Oklahoma