

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 7

2. AMENDMENT/MODIFICATION NO.  
P00001

3. EFFECTIVE DATE  
20021001

4. REQUISITION/PURCHASE REQ. NO.  
M9549003MO9991A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

M00027

7. ADMINISTERED BY (If other than Item 6)

CODE

Contracting Officer  
Headquarters, U. S. Marine Corps  
Contracts Division Code (LBM)  
2 Navy Annex  
Washington, DC 20380-1775

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SODEXHO MANAGEMENT, INC.  
9801 WASHINGTONIAN BLVD.  
SUITE 7161  
GAITHERSBURG, MD 20878

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

M00027-02-C-0002

X

10B. DATED (SEE ITEM 13)

20020703

CODE 1EGB9

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 ACKNOWLEDGEMENT 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)

N/A

**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 data, 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: Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

E. IMPORTANT:

Contractor  is not,

is required to sign this document and return

2

copies to the issuing office.

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

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)

Joseph T. Laone, Sr. VECB President

16A. NAME AND TITLE OF SIGNER (Type or print)

PAUL E. SANDO  
CONTRACTING OFFICER  
UNITED STATES MARINE CORPS

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

*(Signature of person authorized to sign)*

12/13/02

BY *Paul E. Sando*  
*(Signature of Contracting Officer)*

12/13/02

NSN 7540-01/52-9070

PREVIOUS EDITION UNUSABLE

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

**THE PURPOSE OF THIS MODIFICATION IS TO ACCOMPLISH THE FOLLOWING:**

1. Revise service levels at Messhalls 14036 and 22186.
2. Correct messhall numbers
3. Increase services at Messhalls 210702 (now 210802) and 41358.
4. State inventory requirements
5. Describe employee uniform requirements
6. Update invoicing instructions
7. Insert language in the "Warranty of Services" clause
8. Incorporate new Service Contract Act Wage Determinations and Collective Bargaining Agreements

**Section C**

1. The level of service to be provided at Messhall Number 14036 at Camp Pendleton is revised from Full Food Service (FFS) to Management and Mess Attendant (M&MA). The tables in paragraphs C1.3.1 and C1.5.1.4.2.1 are changed to delete this messhall number. The tables in paragraphs C1.3.2. and C1.5.1.4.2.2 is changed to add this messhall number.

2. The level of service to be provided at Messhall Number 22186 at Camp Pendleton is revised from M&MA to FFS. The tables in paragraphs C1.3.2 and C1.5.1.4.2.2 are changed to delete this messhall number. The tables in paragraphs C1.3.1 and C1.5.1.4.2.1 are changed to add this messhall number. The table in C1.5.3, Contractor's JWOD Requirements Plan, is revised under the "Type of Service" column to show Messhall 22186 as requiring FFS vice M&MA services. Messhall numbers are corrected as follows:

<u>From</u>	<u>To</u>	<u>Revised Paragraphs</u>
62502	62402	C1.3.1, C1.5.3, C1.5.1.4.2.2
33502	33302	C1.3.1, C1.5.3, C1.5.1.4.2.2
210702	210802	C1.3.1, C1.5.3, C1.5.1.4.2.1

All references to these messhalls in Section C and in paragraph H.5(e) are revised to reflect the corrected numbers.

3. Section C1.5.1.4 covering the Phase-In Plan is augmented to reflect that the contractor's (Sodexo Management Inc.) proposal established a phase-in period for transition from Marine cooks to contractor personnel of 90 days after contract award at the full food service messhalls. During this period the contractor has provided cook services at Messhall Number 210802 at Camp Pendleton beginning 18 November through 31 December 2002 which is an increase in the statement of work.. This change is directed in accordance with the "Changes" clause of the contract FAR 52.243-1 and entitles the contractor to an equitable adjustment for the increased effort.

4. Section C1.15 is revised to add paragraph C1.15.7 to describe specific employee uniform requirements. The following is inserted as paragraph C1.15.7:

C1.15.7 Cooks, bakers and mess attendant uniforms, approved by the HQMC Contracting Officer, are the authorized apparel for contractor employees. Management Personnel (mess hall/assistant managers and mess attendant supervisors) will wear a white collared shirt, designated tie and black pants.

5. Section C3.3.1.1.1 is revised to add paragraph C3.3.1.1.1.1 to clarify inventory requirements for subsistence, Food Service Preparation Equipment (FPSE) and Minor Property at the commencement of contract performance. The following instructions are incorporated:

Joint Inventories Required on 30 Sept 2002

(a) Subsistence inventories in all 23 messhalls.

(b) Messhalls with an incumbent contractor providing Management & Mess Attendant or Management & Food Preparation Services are required to undertake the following actions after the dinner meal on 30 Sept 2002. These are required to close out predecessor contracts. Notification to the incumbent contractor of the inventories is required. (Government/SMI/Incumbent Contractor Representative required to be present.)

- i. Conduct minor property inventory
- ii. Ensure sufficient cleaning supplies available, if applicable
- iii. Ensure publications (Government-furnished) available
- iv. Obtain keys to building
- v. Change combination to safe locks

(c) Mess Halls with an incumbent contractor providing Full Food Services are required to undertake the following actions after the dinner meal on 30 Sept 2002. These are required to close out predecessor contracts. Notification to the incumbent contractor of the joint inventory is required. (Government/SMI/Incumbent Contractor Representative required to be present.)

- i. Conduct FPSE and furniture inventories
- ii. Conduct subsistence inventories
- iii. Conduct minor property inventories
- iv. Ensure publications (Government-furnished) available
- v. Obtain keys to building
- vi. Change combination to safe locks

6. Revised Section C is attached. Delete the previous Section C and replace with the attached Section C, Enclosure (1).

**Section G, Contract Administration Data** is revised to change the invoicing instructions in Section G.1. Section G.7, Appropriation Data, is revised to indicate that funding is available for Fiscal Year 2003. Revised Section G is attached. Delete the previous Section G and replace with the attached Section G, Enclosure (2).

**Section I, General Provisions.** The "Warranty of Services" clause FAR 52.246-20 is revised to insert the following in the space provided for the time period: "in accordance with Section C, paragraph C1.29.1" Delete the previous Section I and replace with the attached Section I, Enclosure (3).

### TECHNICAL EXHIBITS

1. The following changes are made to TE-2 to update and correct information pertaining to specific messhalls listed below:

a. TE-2 Messhall 210702- is revised to change the Messhall number from 210702 to 210802. Required services are increased to add Fast Food Operations and Baking for the period 1 October – 31 December 2002.

b. TE-2 Messhall 41358- Required services are increased to add Fast Food Operations and Baking for the period 1 October–31 December 2002.

c. TE-2 Messhall 62502- is revised to change the Messhall number from 62502 to 62402.

d. TE-2 Messhall 33502 – is revised to change the Messhall number from 33502 to 33302.

e. The required level of service cited on the TE-2 applicable to Messhall 14036 is revised from FFS to M&MA.

f. The required level of service cited on the TE-2 applicable to Messhall 22186 is revised from M&MA to FFS.

2. Revised TE-2 is attached to reflect the changes noted above. Delete previous TE-2 and replace with the attached TE-2, Enclosure (4).

### ATTACHMENTS

**Attachment I** is revised to delete the previous Master Menu and replace it with the current Master Menu effective 1 October 2002. Delete the previous Attachment I and replace with the attached Attachment I, Enclosure (5).

### Attachments VI and VII.

Service Contract Act Area Wage Determinations and Collective Bargaining Agreements are incorporated in this contract to reflect current wage rates and benefits. As a result of incorporation of new wage determinations and collective bargaining agreements the contractor may provide a proposal for equitable adjustment to the contracting officer in accordance with the Fair Labor Standards Act and Service Contract Act--Price Adjustment--(Multi-year and Option Contracts) clause , FAR 52.222-43 and Section H.6, 6 Ceiling Price Adjustment – Department Of Labor Wage Determinations, included in this contract.

Attachment VI is revised to update the Service Contract Act Area Wage Determinations. These revisions are reflected below. Delete the previous Attachment VI and replace with the attached Attachment VI, Enclosure (6).

## SERVICE CONTRACT ACT AREA WAGE DETERMINATIONS

The table below reflects the Attachment Number, listed in the first column of the table, of the Service Contract Act Wage Determination (SCAWD) that is applicable to each location where the contract will be performed.

ATTACHMENT (AT) NO.	DELETED SCA- WAGE DETER. NO.	ADDED SCA- WAGE DETER. NO.	LOCATION
VI-1	1994-2333, Rev 18 dated 05/21/2001	1994-2333, Rev 20 dated 05/28/2002	USMC, MOUNTAIN WARFARE TRAINING CENTER (MCMWTC) BRIDGEPORT, CA
VI-2	1994-2057, Rev 25 dated 05/31/2001	1994-2057, Rev 29 dated 09/05/2002	USMC RECRUIT DEPOT (MCRD), SAN DIEGO, CA
VI-2.1		1994-2058, Rev 23 dated 09/05/2002	MCB, CAMP PENDLETON, CA, MCAS, MIRAMAR, CA
VI-3	1994-2053, Rev 18 dated 05/31/2001	1994-2053, Rev 21 dated 08/13/2002	MC AIR GROUND COMBAT CENTER (MCAGCC) TWENTYNINE PALMS, CA
VI-4	1994-2027, Rev 15 dated 05/31/2001	1994-2027, Rev 18 dated 07/16/2002	MCAS, YUMA, AZ

ATTACHMENT VII is revised to update the Collective Bargaining Agreements (CBA). The wage rates and other financial criteria agreed to between Sodexho Management Inc. and the unions are incorporated in this contract on a provisional basis pending the approval of new wage determinations by the Department of Labor (DOL). When DOL issues final wage determinations based on the CBA's the contracting officer will provide written notice to the contractor. These rates are approved for employee compensation and contract pricing purposes pending the official wage determination.

The table below reflects the Attachment Number of each CBA used in establishing minimum wage rates for this contract, along with the location to which it applies.

	DELETED	ADDED	
ATTACHMENT (AT) NO.	COLLECTIVE BARGAINING AGREEMENT	COLLECTIVE BARGAINING AGREEMENT	LOCATIONS
VII-1	CBA BETWEEN BLACKSTONE CONSULTING, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO. CBA ADDENDUM EFFECTIVE MARCH 1, 2001.	CBA BETWEEN SODEXHO MANAGEMENT INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION EFFECTIVE MARCH 1, 2003	MCAS, MIRAMAR, CA
VII-2	CBA BETWEEN MCS MANAGEMENT, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO. CBA ADDENDUM EFFECTIVE OCTOBER 1, 2001.	CBA BETWEEN SODEXHO MANAGEMENT INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION EFFECTIVE OCTOBER 1, 2002	MCB CAMP PENDLETON, CA-ALL BUILDINGS EXCEPT 520430
VII-3	CBA BETWEEN MCS MANAGEMENT, INC. AND UNITED INDUSTRIAL, SERVICE, TRANSPORTATION, PROFESSIONAL AND GOVERNMENT WORKERS OF NORTH AMERICA OF THE SEAFARERS INTERNATIONAL UNION OF NORTH AMERICA, ATLANTIC, GULF, LAKES AND INLAND WATERS DISTRICT, AFL-CIO. CBA ADDENDUM EFFECTIVE OCTOBER 1, 2001.	CBA BETWEEN SODEXHO MANAGEMENT INC. AND UNITED INDUSTRIAL WORKERS UNION EFFECTIVE OCTOBER 1, 2002	MC BASE (MCB) CAMP PENDLETON, CA- SCHOOL OF INFANTRY MESSHALL NUMBER 520430 ONLY

	DELETED	ADDED	
ATTACHMENT (AT) NO.	COLLECTIVE BARGAINING AGREEMENT	COLLECTIVE BARGAINING AGREEMENT	LOCATIONS
VII-4	CBA BETWEEN D.E.W. MANAGEMENT SERVICES, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO. CBA ADDENDUM EFFECTIVE OCTOBER 1, 2001.	CBA BETWEEN SODEXHO MANAGEMENT INC. AND UNITED INDUSTRIAL WORKERS UNION EFFECTIVE OCTOBER 1, 2002	MC AIR GROUND COMBAT CENTER (MCAGCC), TWENTY-NINE PALMS, CA BUILDINGS 1610 AND 1420
VII-4.1		CBA BETWEEN SODEXHO MANAGEMENT INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION EFFECTIVE OCTOBER 1, 2002	MC AIR GROUND COMBAT CENTER (MCAGCC), TWENTY-NINE PALMS, CA BUILDINGS 1630 AND 1650
VII-5	CBA BETWEEN BLACKSTONE CONSULTING, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO. CBA ADDENDUM EFFECTIVE OCTOBER 1, 2001.	CBA BETWEEN SODEXHO MANAGEMENT INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION EFFECTIVE OCTOBER 2002	MCAS, YUMA, AZ

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.  
P00002

3. EFFECTIVE DATE  
20021211

4. REQUISITION/PURCHASE REQ. NO.  
M9549003M09991A

5. PROJECT NO. (If applicable)

6. ADMINISTERED BY (If other than Item 6) CODE

M00027

7. ADMINISTERED BY (If other than Item 6) CODE

Contracting Officer  
Headquarters, U. S. Marine Corps  
Contracts Division (Code LBM)  
2 Navy Annex  
Washington, DC 20380-1775

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
SODEXHO MANAGEMENT, INC.  
9801 Washingtonian Boulevard  
Suite 7161  
Gaithersburg, MD 20878

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
M00027-02-C-0002

10B. DATED (SEE ITEM 13)  
20020703

CODE 1EGB9

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 ACKNOWLEDGEMENT 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)

N/A

**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 data, 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: the Changes Clause and Mutual

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 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, PAGE 2.

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)

Joseph T. GAGNE, SVP  
CONTRACTING OFFICER

(Signature of person authorized to sign)

16A. NAME AND TITLE OF SIGNER (Type or print)

PAUL E. SANDO  
CONTRACTING OFFICER  
UNITED STATES MARINE CORPS

16B. UNITED STATES OF AMERICA  
BY Paul E. Sando  
(Signature of Contracting Officer)

15C. DATE SIGNED

4/16/03

16C. DATE SIGNED

4/21/03



The purpose of this modification is to incorporate a number of changes to the requirements of the contract, as follows:

1. Hot/Cold Beverage Support. In accordance with the revised paragraph C6.3 attached, upon the request of the cognizant Assistant Contracting Officer's Representative (ACOR), the contractor shall provide hot/cold beverage support effective 11 December 2002. The parties will establish an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.
2. Fruit Support. In accordance with the revised paragraph C6.4 attached, upon the request of the cognizant ACOR, the contractor shall provide fruit support required for conditioning hikes at training commands effective 11 December 2002. This change applies only to the Marine Corps Recruit Depot recruit messhall (San Diego), the Weapons and Field Training Battalion and the School of Infantry messhalls (Camp Pendleton), and the Mountain Warfare Training Command messhall (Bridgeport). The parties will establish an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.
3. Patron Flow. The contract requirement set forth in paragraph C5.8.1 and other applicable paragraphs that the contractor provide main entrée serving line services sufficient for a minimum patron flow of eight (8) patrons per minute is revised to seventeen (17) patrons per minute. This change is applicable to Messhall 569 (San Diego) only. The contractor shall be capable of accommodating this increased patron flow at the specified messhall, and accomplish all other contract requirements in that messhall, no later than 6 January 2003. The parties will establish an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.
4. Double Rations. Effective 11 December 2002, the contractor shall provide double rations to recruits designated by the Government as underweight. This change is applicable to Messhall 569 (San Diego) and Messhall 31611 (Camp Pendleton). For recruits receiving a double ration, drill instructors shall document a separate block signature on the meal verification record. For head count purposes, the contractor shall be credited with two meals (patron head counts) for each double ration served.
5. Hot Trays. Effective 11 December 2002, take-out meals are authorized in lieu of a dining-in meal to personnel who are medically unable to subsist in the messhall. Each take-out meal served shall be accounted for as an individual meal consumed. Personnel picking up meals shall have Sick in Quarters (SIQ) medical documentation, an

Identification Card and a Meal Card for the person the meal will be consumed by. The individual picking up the meal shall sign the meal verification record identifying the command and Social Security Number for the individual who is SIQ. The paper gear in support of this requirement shall be provided to the contractor as Government Furnished Property.

6. Additional Services. Effective 15 January 2003, the contractor is authorized to provide fast food and baking services, and night meals (midrats) at Messhall 5500 (Miramar). Effective 3 February 2003, the requirements for Messhall 1420 (29 Palms), are converted from Management and Mess Attendant to Full Food Service. The parties will establish an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.

7. Marking of Bag Lunches. To resolve any possible conflict between the requirements of Section C (Statement of Work) and the Regional Master Menu, the information required on box/bag lunches is as follows:

- a. Messhall number,
- b. Date/time prepared,
- c. Date of issue,
- d. The statement, "Discard after three hours of receipt from the messhall", and
- e. Initials of the person preparing the meal.

8. Section C6 of the basic contract is hereby deleted, and the Section C6 attached to this Modification P00002 is substituted in lieu thereof.

9. Additional food preparation services required under this or subsequent modifications shall be provided in accordance with the requirements of Sections C5 and C5A (Full Food Service) of the contract.

10. Pursuant to the clause entitled Stop-Work Order (FAR 52.242-15), the contractor is required to stop work at the messhall listed below. The requirements of the clause shall also apply to subcontractors working at this activity:

Effective 25 January 2003, Messhall 1610 at 29 Palms shall be closed until further notice.

## SECTION C6

## SUPPLEMENTARY SUPPORT SERVICE TASKS

**C6.1 GENERAL INFORMATION.** This section contains supplementary support requirements relating to additional support services, functions, and meal events listed by installation and messhall numbers (see chart below). These requirements are *in addition* to all other requirements contained in this contract. Meal counts are contained in Technical Exhibits 2 under the general meal counts. The following paragraphs describe the requirements in greater detail. Contractor coordination with each installation and command/messhall requiring the service support is paramount as many of these events are high visibility functions.

**C6.1.2. SPECIAL SUPPORT TASKS FOR WEST COAST FULL FOOD SERVICE (FFS) MESSHALLS:**

Installation	Messhall Building Number	Special Support Tasks
Camp Pendleton, Oceanside, CA	Messhall 31611	Crucible & Warrior Breakfast (vatted meals) in the field.
Marine Corps Base, Recruit Depot, San Diego, CA	Messhall 620	Outdoor breakfast cart service.

**C6.1.2 SPECIAL SUPPORT TASKS FOR WEST COAST MANAGEMENT AND MESS ATTENDANT (M&MA) MESSHALLS**

Installation	Messhall Building Number	Special Support Tasks
MCAS Miramar, CA	Messhall 5500	Flight line meal support.
Mountain Warfare Training Command, Bridgeport, CA	Messhall 3006	Additional calories/items for cold weather training.

**C6.2 SUPPLEMENTARY SUPPORT SERVICE TASKS BY INSTALLATION AND MESSHALL.**

**C6.2.1 Marine Corps Base (MCB), Camp Pendleton, CA.** Messhall 31611. The Contractor is required to provide supplementary support from Messhall 31611 consisting of crucible support, warrior breakfast meals and educator workshop continental breakfast items as depicted below.

**C6.2.1.1 Crucible Support.** The recruit crucible support from Messhall 31611 consists of sports drink beverages, prepared soup bases (broth) and assorted fresh fruits. The Contractor shall prepare and appropriately stage (on the messhall loading dock) the crucible support items as requested and subsequently transported by the Government. Refer to Section C5.9 for additional preparation and staging information.

Messhall Providing Support	Occurrence	Estimate Number of Servings
Messhall 31611 WFT Bn	41 Times per year	650 portions per occurrence

**C6.2.1.2 Warrior Breakfast.** The Warrior Breakfast support from Messhall 31611 consists of preparing a full menu as stated in the Warrior Breakfast menu chart depicted below. This warrior breakfast meal is only served to recruits after they have completed the rigorous forty-eight hour (48) crucible training cycle. These prepared meals are provided at a remote location in the field. They are typically held every Thursday and/or as designated by the Government. The Contractor shall prepare and appropriately stage (on the messhall loading dock) the warrior breakfast meals as requested and subsequently transported by the Government. Refer to Section C5.9 for additional preparation and staging information.

Messhall Providing Support	Occurrence	Serving Hours	Estimated Number of Meals
Messhall 31611 WFT Bn	41 times per year	0900-0930	650 meals per occurrence

<b>WARRIOR BREAKFAST MENU</b>		
<b>MENU ITEM</b>	<b>RECIPE #</b>	<b>PORTION SIZE</b>
Assorted Fresh Fruit	As Required	1 each
Hot Cereal (Note: #1)	E-1	3/4 cup
Scrambled Eggs	F-10	1/3 cup
Scrambled Eggs w/Ham and Cheese	F-10-1&2	1/3 cup
Grilled Steak	L-7	1 each
Creamed Ground Beef	L-30	2/3 cup
Cottage Fried Potatoes	Q-46-1	2/3 cup
Baking Powder Biscuits	D-1-1	1 each
French Toast (Thick Slice)	D-22-1	1 slice
Maple Syrup (Individual Packet)	Self-Serve (SS)	1 pack
Cinnamon Rolls	DG-7-3	1 each
Bread White Sliced	S/S	2 slices
Bread Wheat Sliced	S/S	2 slices
Assorted Bagels	S/S	1 each
Assorted Dry Cereal (Individual Bowl)	S/S	1 each
Sugar (Individual Packets)	S/S	2 each
Butter/Margarine Patty	S/S	2 each
Non-Dairy Creamer (Individual Serving)	S/S	1 each
Assorted Jellies	S/S	2 each
Assorted Condiments (salt/pepper/catsup/hotsauce)	S/S	1 each
Coffee	C-5	1 cup
White Milk (Individual Serving)	S/S	1 pint
Assorted Fruit Juices	S/S	1 pint
Hot Cocoa (Individual Serving)	As Required	1 each
Note #1: Hot cereal will consist of rolled oats, hominy grits or farina.		

**C6.2.1.3 Educator's Workshop.** Numerous high level educators throughout the United States visit Weapons Field Training Battalion to view the recruit crucible event each year. During this viewing, they are served a continental type breakfast consisting of yogurt, assorted fresh fruit, assorted breads, bagels and pastries, coffee and juice. The Contractor shall prepare and appropriately stage (on the messhall loading dock) the continental breakfast items as requested and subsequently transported by the Government. Refer to Section C5.9 for additional preparation and staging information.

<b>Messhall Providing Support</b>	<b>Occurrence</b>	<b>Serving Hours</b>	<b>Estimated Number of Servings</b>
Messhall 31611 WFT Bn	12-15 times per year	0800-0930	80 servings per occurrence

**C6.2.2 Mountain Warfare Training Center (MWTC), Bridgeport, CA.** Messhall 3006.

**C6.2.2.1 General Information Regarding Messhall 3006 Feeding.** The Mountain Warfare Training Center is the Marine Corps premier cold weather, high altitude training command. Marine units reporting aboard for training will undergo intense, physical and biological stress, as they encounter the effects of high altitude, cold, and dry air. This confluence of stressors requires a Marine to consume up to 5 quarts of fluid and upwards of 4500 calories per day. The Basic Daily Food Allowance (BDFA), as currently established, supports an average of 3600 calories per day.

MWTC supports the higher calorie requirement by consistently exceeding the BDFA. No accountability action is required, since the expenditures at MWTC Bridgeport are averaged into the much higher headcounts of Marine Corps Base, Camp Pendleton, CA. As a single, large account, the Camp Pendleton Food Service System is able to absorb the higher food cost of MWTC Bridgeport without exceeding the authorized BDFA. The proposed contract replaces the BDFA with a per meal price. This per meal price must be treated the same as under the BDFA system, which averaged the higher food cost necessary for MWTC Bridgeport with the regular food cost and much higher headcounts of Camp Pendleton.

**C6.2.2.2** Simply stated, the Contractor shall provide additional caloric items and must consider the higher food cost required for MWTC Bridgeport when determining the regional per meal price.

**C6.2.3** Marine Corps Recruit Depot (MCRD), San Diego, CA. Messhall 620 - Outdoor Breakfast Cart Service. The Contractor is required to provide an outdoor breakfast cart located in the courtyard near Messhall 620. Hours and meal counts are contained in Technical Exhibit 2 for Messhall 620. Typical service requirements includes breakfast cart menu meal preparation, loading, moving to serving site, serving, replenishment, tear down, site clean up and cart servicing.

**C6.2.4** Marine Corps Air Station (MCAS), Miramar, CA. The Contractor is required to provide meal support from Messhall 5500 to Trailers #1, #3 and #6. The menu primarily consists of grilled hamburgers and hot dogs, sloppy joe sandwiches, Italian sausage sandwiches, cold cut sandwiches (variety of 3) (prepared in Messhall 5500 and transported to each trailer), soup of the day, chili-n-rice, potato chips, cookies, sandwich of the day (fajitas, corn dogs, pastrami, or grilled cheese) and assorted beverages. Meal counts are contained in Technical Exhibit 2 for this messhall.

**C6.2.4.1.** Trailer Size and Distance from Messhall 5500:

TRAILER NUMBER	TRAILER SIZE (Square Feet)	DRIVING DISTANCE FROM MESSHALL 5500
#1	69	1.2 miles
#2	42	1.5 miles
#3	50	1.1 miles
#5	82	1.6 miles
#6	50	2 miles

**C6.3. Hot/Cold Beverage Support.** During strenuous physical activities in extreme climatic conditions, commanders are authorized to requisition hot/cold beverage support. This support will consist of prepared beverages and is limited to sports drink (dry mix base), flavored beverage base (dry mix), ice water, coffee (including cream & sugar), hot chocolate, and soup broth. The Contractor shall prepare and appropriately stage (on the mess hall loading dock) the requested hot/cold beverage support items for subsequent receipt by the Government. Refer to Section C5.9 for additional information with respect to the preparation, staging and sanitizing of beverage containers. Requesting units are limited to hot/cold beverage support twice daily and are responsible for providing associated paper products.

**C6.3.1.** Units shall submit requests for beverage support to the Contracting Officer's Representative/Food Service Officer three calendar days prior to the event. The request shall identify the total portions (each portion equals a 16 oz serving) and have all accompanying documentation to include by name rosters. With the exception of ice water, which is at no cost to the Government, this support will be invoiced by portion under a separate CLIN.

**C6.4. Fruit Support.** Marine Corps Recruit Depot, School of Infantry, Weapons Field Training Battalion, and Mountain Warfare Training commands are authorized to requisition fruit in support of conditioning hikes only. This support is limited to apples, oranges, tangerines, nectarines, pears, or bananas. The Contractor shall prepare and appropriately stage (on the messhall loading dock) the requested fruit for subsequent receipt by the Government. Refer to Section C5.9 for additional preparation and staging information.

**C6.4.1.** Units shall submit requests for fruit support to the Contracting Officer's Representative/Food Service Officer seven calendar days prior to the event. The request shall identify the total portions (each portion equals 2 pieces of fruit) and have all accompanying documentation to include by-name rosters. This support will be invoiced by portion under a separate CLIN.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
PAGE OF PAGES  
1 10

AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 20030205	4. REQUISITION/PURCHASE REQ. NO. M9549003M09991A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE M00027	7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SODEXHO MANAGEMENT, INC. 9801 Washingtonian Boulevard Suite 7161 Gaithersburg, MD 20878	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. M00027-02-C-0002
		10B. DATED (SEE ITEM 13) 20020703

CODE 1EGB9 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 ACKNOWLEDGEMENT 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)  
N/A

**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 data, 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: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 2 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, PAGE 2.

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) Greg Verone DRP Defense Services Sodexo	15B. CONTRACT BY REFEROR 	15C. DATE SIGNED 7/3/03	16A. NAME AND TITLE OF SIGNER (Type or print) PAUL E. SANDO CONTRACTING OFFICER UNITED STATES MARINE CORPS	16B. UNITED STATES OF AMERICA BY Paul E Sando 	16C. DATE SIGNED 7/3/03
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The purpose of this modification is to:

- a. Revise the provisional billing payment schedule from a bi-weekly to a semi-monthly basis;
- b. Revise Section B pricing for Line Items 0001 and 0002, and to incorporate a new Line Item 0024;
- c. Effect changes to box/bag lunch requirements;
- d. Recognize requirements for additional services or closures at specified messhalls;
- e. Revise estimates for Crucible Support, and requirements for the Warrior Breakfast, patron flow and representative meal trays at specified messhalls;
- f. Incorporate a revised clause addressing ceiling price adjustments; and
- g. Incorporate revised Attachments and Exhibits.

#### SECTION B

1. The parties agree that, effective 1 April 2003, provisional payments shall be made on a semi-monthly basis rather than a bi-weekly basis, to allow for monthly reconciliation and tracking of payments in coordination with monthly meal count data under the Marine Corps Food Management Information System SOAR II Program. That is, the payment made for the period 18-31 March 2003 shall be the final bi-weekly payment. Effective 1 April 2003, two provisional payments shall be made for each month. The first payment shall cover the first day through the fifteenth day of the month, and the second payment shall cover the sixteenth day through the last day of the month. Invoices for provisional billings shall be created and submitted no sooner than the last day of the period being billed (e.g., no sooner than the 15<sup>th</sup> for an invoice covering the 1st through the 15th of a month). Should the billing date fall on a weekend or holiday, the invoice shall be submitted no sooner than the following work day.

2. New Service Contract Act (SCA) WD rates became effective under this contract on 1 October 2002. As a result, the parties agree to a provision revision in the billing rate, subject to final adjustment at a later date. The pricing impact of the adjusted WD rates, combined with the revised billing schedule discussed in paragraph 1 above, results in the following:

Original Total Target Price	\$53,678,950.00
Number of Bi-Weekly Payments in Year	26
Bi-Weekly Rate	2,064,575.00
Number of Payments through 31 March 2003	13
Amount Paid through 31 March 2003	26,839,475.00
New Provisional Total Target Price	54,593,550.00



Amount Owed through 31 March 2003 (1/2 yr)	27,296,775.00
Amount Paid through 31 March 2003	26,839,475.00
Lump Sum Due	403,300.00
Amount Owed 1 Apr - 30 Sep 2003	27,296,775.00
# of Remaining Semi-Monthly Payments	12
Semi-Monthly Rate	2,274,731.25

Thus, the Contractor is authorized a lump sum payment of \$403,300.00 in recognition of the increased WD rates retroactive to 1 October 2002. For the period 1 April 2003 through 30 September 2003, the provisional billing rate is increased from \$2,064,575.00 to \$2,274,731.25, reflective of both the increased WD rates and the revised billing schedule.

3. In addition, the revisions to the SCA WD discussed above affect the rates for extended hours as set forth in Contract Line Item Number (CLIN) 0002. As a result of all of these Contract Year 1 pricing changes, Section B of the contract is revised to read as follows:

**CLIN 0001 Contract Year 1** - From the start date of performance through 30 September 2003, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the twenty-three (23) messhalls cited, in accordance with the phase-in plan outlined in Section C, paragraph C-1.5.1.4, to be implemented per the Contractor's proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 1 should also be included in pricing of this line item.

<u>Quantity</u>	<u>Target Cost Per Meal</u>	<u>Total Target Cost</u>	<u>Target Profit Per Meal</u>	<u>Total Target Profit</u>
13,450,000 ea (ESTIMATED NUMBER OF MEALS)	\$ ****, (b)(4)	\$ ****, (b)(4)	\$ ****, (b)(4)	\$ ****, (b)(4)
TARGET PRICE:	\$ <u>54,593,550</u>		(Target Cost + Target Profit)	
TARGET PRICE PER MEAL:	\$ <u>4.059</u>		(Target Cost per Meal + Target Profit per Meal)	
CEILING PRICE PER MEAL:	\$ <u>4.174</u>		(See discussion at end of Section B)	
SHARE RATIO:	<u>****, (b)(4)</u>		(Government/Contractor)	
SEMI-MONTHLY BILLING RATE:	\$ <u>2,274,731.25</u>		(1/24 X TARGET PRICE) *	

\* It is noted that, while the per meal targets and extended total targets and ceiling cited above are retroactive to 1 October 2002, the Semi-Monthly Billing Rate is effective 1 April 2003, and applies only to provisional payments made during the period 1 April 2003 through 30 September 2003.

**CLIN 0002 Contract Year 1 - Extended Service Hours.** Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0002AA Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls** (same rate shall apply to both categories of messhalls).

<u>Quantity</u>	<u>¼-Hour Rate</u>	<u>Total Amount</u>
1,000 qtr-hr	\$ <u>121.29</u>	\$ <u>121,290.00</u>

**CLIN 0002AB Management & Mess Attendant Messhalls**

<u>Quantity</u>	<u>¼-Hour Rate</u>	<u>Total Amount</u>
400 qtr-hr	\$ <u>76.84</u>	\$ <u>30,736.00</u>

The following CLIN is incorporated in the contract, to provide contractual coverage for costs incurred by the contractor due to unanticipated circumstances beyond its control:

**CLIN 0024 Contract Year 1 - Miscellaneous Efforts/Expenses**

**CLIN 0024AA Flooding in Messhall 31611, 17 and 19 Dec 02 (Camp Pendleton)**

<u>Quantity</u>	<u>Total Amount</u>
1 lot	\$ TBD

### SECTION C

1. Patron Flow. The contract requirement set forth in paragraph C5.8.1 and other applicable paragraphs that the contractor provide main entrée serving line services sufficient for a minimum patron flow of eight (8) patrons per minute is revised to twelve (12) patrons per minute. This change is applicable to Messhalls 31611 and 520430 (Camp Pendleton). The contractor shall be capable of accommodating this increased patron flow at the specified messhalls, and accomplish all other contract requirements in those messhalls, no later than 7 May

2003. The parties agree to an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.

2. Warrior Breakfast. Since 1 Oct 2002, Warrior Breakfast support has been prepared and served in Messhall 31611, vice prepared and appropriately staged on the mess hall loading dock for pick-up and serving at a remote location by the Government. This support will continue to be served in Messhall 31611 and will constitute a fourth meal on the designated day by the Government. See Enclosure (1) to this Modification P00003, Section C6, paragraph C6.2.1.2 for revised requirements.

3. Crucible Support. The occurrence and estimated number of Crucible Support servings has increased at Messhall 31611, per Enclosure (1), Section C6, paragraph C6.2.1.1. The parties agree to an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.

4. Contractor Furnished Supplies and Services. The following is incorporated in the Statement of Work as paragraph C4.4.8:

Within four (4) weeks of full execution of this Modification P00003, the contractor shall provide boxes for preparation of all box meals prepared for consumption away from the messhall. This includes all box meals prepared at Area Centralization Sites or messhalls under this contract. The box will be of sturdy construction and approved by the HQMC Contracting Officer prior to purchase and implementation by the contractor. The same style box will be used at all Area Centralization Sites and messhalls where boxed meals are prepared under this contract. Upon implementation, all reference to bagged meals in Section C5, C5A, C5B and C5C, Support for Meals Prepared For Consumption Away From Messhall shall state boxed meals (bagged meals shall be deleted). Upon completion of preparation each individual boxed meal will contain a label with the following information.

- a. Messhall number,
- b. Date/time prepared,
- c. Date of issue,
- d. The statement, "Discard after three hours of receipt from the messhall", and
- e. Initials of the person preparing the meal.

The parties agree to an equitable adjustment for this change, which will be incorporated into the contract through a negotiated bilateral modification.

5. Representative Meal Trays. The contract requirement set forth in paragraph C1.21.9, that the contractor shall provide representative

meal tray service, is revised as described below. Paragraphs C1.21.9.1 through C1.21.9.5 remain unchanged.

The purpose for the representative meal trays is to hold potentially hazardous meal items, per NAVMED P5010, Chapter 1, for epidemiological investigation and microbiological review resulting from a suspected food-borne outbreak. This service shall be required for Messhalls 31611 and 520430 (Camp Pendleton), Messhall 569 (San Diego), and all messhalls at 29 Palms. The Contractor shall maintain Representative Meal Trays, also known as "Dead Man's Trays", for every meal served in a messhall. Representative meal trays shall be collected for each breakfast, lunch, dinner, breakfast brunch and dinner brunch meal prepared and served in messhalls at these locations. Each tray/sample will be held for seventy-two (72) hours following the date/time of the sample collection.

6. Representative Box Lunches. The following is incorporated in the Statement of Work as paragraph C5.9.6:

The Contractor shall maintain a representative box lunch at the preparation site (area centralization or messhall) for every lot of box lunches prepared under this contract. The purpose of representative box lunches is to hold prepared menu items for epidemiological investigation and microbiological review should a suspected food-borne illness outbreak occur. Each sample shall be held for at least seventy-two (72) hours following the date/time of sample collection. The Contractor shall label each sample collected with an appropriate label that will remain affixed to the box. The label shall contain, at a minimum, the following information: the meal period; date and time the representative box lunch was prepared; date and time the representative box lunch is to be discarded. The Contractor shall immediately place representative box lunches under refrigeration in an area separate from the remainder of the box lunches in storage. Upon notification of a food-borne illness, the Contractor shall hold all representative box lunches in all messhalls affected until arrival of an investigation team. The Contractor shall cooperate fully with investigation officials and provide samples and other suspected items as requested.

7. Paragraph C1.18 of the Statement of Work is revised to read as follows:

**C1.18. JEWELRY.** With the exception of wedding bands and medical alert bracelets or medical alert necklaces, personnel shall not wear jewelry. Earrings and/or other types of exposed body piercing/adornments (ears, tongue, nose, eyebrows, etc.) are not authorized. Cashiers may wear a watch while performing cashier duties. In addition, managers and production cooks may wear a watch while performing management duties. When cashiers, managers or

production cooks perform food preparation/serving/dining area duties, the watch shall be removed.

8. Effective the dates cited, required services as specified messhalls are revised as follows. Equitable pricing adjustments shall be established in a subsequent contract modification.

a. Baking, fast food, specialty bar and night meal service added to M&MA:

<u>Messhall Number</u>	<u>Effective Date</u>
710 (Yuma)	05 Feb 2003 (to 11 Feb 2003 conversion to FFS, see above)

b. Management and Mess Attendant (M&MA) to Full Food Service (FFS):

<u>Messhall Number</u>	<u>Effective Date</u>
62402 (Camp Pendleton)	07 Feb 2003
710 (Yuma)	11 Feb 2003
43402 (Camp Pendleton)	15 Feb 2003
33302 (Camp Pendleton)	15 Feb 2003

c. Baking and fast food services added to M&MA:

<u>Messhall Number</u>	<u>Effective Date</u>
14036 (Camp Pendleton)	10 Feb 2003

Contractor-provided baking and fast food services at Messhall 5500 (Miramar), incorporated in the contract via Modification P00002 are no longer required after the dinner brunch meal on 23 March 2003.

d. Three meals (breakfast, lunch, dinner), vice two (breakfast/brunch, dinner/brunch), per day on 12 and 19 April 2003:

<u>Messhall Number</u>	<u>Effective Date</u>
710 (Yuma)	12 Apr 2003

9. Pursuant to the Stop-Work Order clause (FAR 52.242-15), services were suspended at the following messhalls. The requirements of the clause shall also apply to subcontractor efforts at these activities.

a. The following messhalls were closed as of the date cited, and have not reopened:

<u>Messhall Number</u>	<u>Effective Date</u>
------------------------	-----------------------

3224 (Yuma)\* 10 Feb 2003  
41358 (Camp Pendleton)\*\* 14 Apr 2003

- \* Anticipated reopening for lunch meal on May 29, 2003  
\*\* Anticipated reopening for breakfast meal on May 29, 2003

b. The following messhalls were closed and later reopened on the dates cited:

<u>Messhall Number</u>	<u>Closure Date</u>	<u>Reopening Date</u>
41358 (Camp Pendleton)	23 Feb 2003	10 March 2003
22186 (Camp Pendleton)	28 Feb 2003	23 March 2003

10. Messhalls 14036 and 13100 are open on alternating weekends, commencing on the weekend of 1 March 2003. That is, on 1 and 2 March 2003, Messhall 14036 was closed and Messhall 13100 open. On 8 and 9 March 2003, Messhall 14036 was open and Messhall 13100 closed. On all other days, both messhalls are open.

11. To clarify paragraphs C6.2.4 and C6.2.4.1 of the contract and the TE2 applicable to Messhall 5500 (Miramar), the trailers in operation at Miramar since 1 October 2002 are as follows:

- a. Trailer #1; 1.2 miles from Messhall 5500; 69 square feet; feeds 20-50 per day (one main entrée and fast food items);
- b. Trailer #3; 1.1 miles from Messhall 5500; 50 square feet; feeds 20-50 per day (fast food items only); and
- c. Trailer #6; 2 miles from Messhall 5500; 50 square feet; feeds 20-50 per day (fast food items only).

#### SECTION G

1. It is noted that the Contractor has credited the Government \$591,813.70 as consideration for the USMC subsistence inventory provided to the Contractor upon commencement of contract performance. The Contractor has also credited the Government \$1,102,876.93 as a result of the first quarter's meal count reconciliation. The following summarizes the contract funding profile through this Modification P00003:

Total Amount Obligated on Contract	\$53,825,936.00
New CLIN 0001 Total	54,593,550.00
New CLIN 0002 Total	152,030.00
New CLIN 0024 Total	TBD

Subtotal	54,745,580.00
Less Subsistence Credit	(591,813.70)
Less Meal Count Credit	(1,102,876.93)
New Total Contract Amount Required	53,050,889.37
Excess Obligations	\$ 775,046.63

2. As a result of the adjustments described above, the total amount of \$53,825,936.00 obligated on the contract is \$775,046.63 greater than the total obligated amount required. This difference, while not presently allocated to existing CLINs, shall remain obligated on the contract to support pending contract changes.

3. Authority is granted to the Regional Contracting Office Southwest, Camp Pendleton, CA, to process and execute all Contract Discrepancy Reports, including necessary coordination with the Contractor, in accordance with Technical Exhibit 1 of the contract.

#### SECTION H

1. In consideration for the revised billing schedule described in Section B, paragraph 1 above, the parties agree that to delete paragraph H.6 of the basic contract, and the following revised paragraph H.6 is substituted in lieu thereof:

#### H.6 CEILING PRICE ADJUSTMENT - DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Fixed-Price Incentive (FPI) ceiling price shall be adjusted whenever a price adjustment is made to comply with any revised Department of Labor Wage Determinations (WDs) incorporated in the contract, in accordance with FAR 52.222-43. Under this paragraph, any increase in the ceiling price shall be directly attributable to the increase in cost resulting from a revised WD -- the amount of profit earned will not be affected by this change. For example:

#### Hypothetical negotiated/contract amounts

	<u>Original</u> <u>Amounts</u>	<u>Add:</u> <u>WD</u>	<u>Adjusted</u> <u>Amounts</u>
Target Cost	\$2.750	\$0.080	\$2.830
Target Profit	0.250		0.250
Target Price	3.000	0.080	3.080
Share Ratio	70/30		70/30
Ceiling Price	3.500	0.080	3.580

Hypothetical actual amounts

	<u>Scenario I</u>	<u>Scenario II</u>	<u>Scenario III</u>
Actual Cost	\$3.080	\$3.500	\$3.680
Target Cost	2.750	2.750	2.750
Add: WD	0.080	0.080	0.080
Adjusted Target Cost	2.830	2.830	2.830
Over/Under Target	0.250	0.670	0.850
Share %	30%	30%	30%
Increase/Decrease to Profit	(0.075)	(0.201)	(0.255)
Target Profit	0.250	0.250	0.250
Actual Profit	0.175	0.049	--
Actual Price	<u>\$3.255</u>	<u>\$3.549</u>	<u>\$3.580</u>

In Scenarios I and II above, actual costs are below the ceiling price per meal (adjusted for revised WDs). Profit computations are made using amounts adjusted for revised WDs. Under Scenario III, actual cost per meal exceeds the adjusted ceiling price per meal. In this Scenario, the contractor is reimbursed at the ceiling price per meal adjusted upward for revised WDs. Under this paragraph, the contractor may not be reimbursed an amount greater than the ceiling price adjusted for the WD increases (however, see H.7 below).

SECTION J

1. Section C6: Revised Section C6, incorporating new Crucible Support requirements, is hereby incorporated in the contract as enclosure (1) to this Modification P00003.
2. Technical Exhibit 1 (TE1): The TE1, Performance Requirements Summaries, incorporated in the basic contract is hereby deleted. The TE1 provided herein as enclosure (2) to this Modification P00003 is substituted in lieu thereof.
3. TE2: Operating hours for each messhall as cited in the TE2 incorporated in the basic contract are revised as set forth in enclosure (3) to this modification. If the new operating hours specified in this modification represent a change to a particular messhall's actual current operating hours, the Contractor shall have not more than two (2) weeks from full execution of Modification P00003 to complete implementation of the new hours at that messhall.



4. Attachment I: The Master Menu incorporated in the basic contract as Attachment I is hereby deleted, and replaced with an updated Master Menu at enclosure (4) to this modification, to be used effective 15 May 2003.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. SDN M9549003M09991A, Amendment 1	5. PROJECT NO. (If applicable)
ISSUED BY Contracting Officer Headquarters, U.S. Marine Corps Contracts Division (Code LBM) 2 Navy Annex Washington, DC 20380-1775		CODE M00027	7. ADMINISTERED BY (if other than item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
SODEXHO MANAGEMENT, INC. 9801 WASHINGTONIAN BOULEVARD SUITE 7161 GAITHERSBURG, MD 20878-7314			9B. DATED (SEE ITEM 11)	
DUNS NO. 783651011			10A. MODIFICATION OF CONTRACT/ORDER NO. M00027-02-C-0002	
CODE 1EGB9			10B. DATED (SEE ITEM 13) 20020703	
FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p>( ) 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:</p> <p>(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.</p>				
12. Accounting and Appropriation Data (if required) AA 1731105 2741 250 33702 0 067443 2D M95490 8991A0073111 \$5,642,000.00 INCREASE				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
(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: FAR 16.403(c)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return <u>2</u> 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, PAGE 2.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Christopher M. Teich Sr. Director of Contracts, Sodekho		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL E. SANDO CONTRACTING OFFICER UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR Christopher M. Teich (Signature of person authorized to sign)	15C. DATE SIGNED 08/27/03	16B. UNITED STATES OF AMERICA BY Paul E. Sando (Signature of Contracting Officer)	16C. DATE SIGNED 8/27/03	

SODEXHO MANAGEMENT, INC.	M00027-02-C-0002
	Modification P00004
	Page 2 of 3

The purpose of this modification is to provide additional funding to support increased provisional billing and payment amounts.

1. In recognition of new Service Contract Act Wage Determinations becoming effective on 1 October 2002, Modification P00003 to this contract authorized a lump sum payment for retroactive labor cost increases and a revision to the provisional billing rate for prospective labor cost increases. In recognition of various changes to the contract Statement of Work effected by the Government and implemented by the contractor since the commencement of performance in this Modification P00004, the parties agree that revisions to the amounts provisionally owed the contractor are appropriate. This change affects only the amounts to be paid to the contractor on a provisional basis. The target and ceiling pricing will be adjusted at a later date, after negotiation of the pricing proposals associated with the Statement of Work changes implemented to date. Adjustments to provisional payments due are computed as follows:

CLIN 0001 Target Price (as of Mod P00003)	\$54,593,550.00
Provisional REA Adjustment	<u>\$ 6,987,844.00*</u>
Subtotal	\$61,581,394.00
Amount Paid through 31 March 2003	\$26,839,475.00
Lump Sum Authorized in Modification P00003	\$ 403,300.00
Amount to be Paid 1 April – 30 September 2003	<u>\$27,296,775.00</u>
Total to be Paid 1 Oct 2002 – 30 Sep 2003 (not including lump sum described below)	\$54,539,550.00
Provisional Adjusted Subtotal	\$61,581,394.00
Amount to be Paid through 30 Sep 2003	<u>\$54,593,550.00</u>
Difference	\$ 6,987,844.00

\* This provisional REA adjustment amount represents 80% of the difference between the target price and the estimate at completion for contract year 1.

2. This modification obligates the amount cited in Block 12 above. This amount of **\$5,642,000.00** is available for lump sum payment to the contractor. CLIN 0025 is hereby created for the purpose of executing this provisional payment:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
0025	Lump Sum Provisional Payment	1 Lot	\$5,642,000.00	\$5,642,000.00

Pending availability of additional funds, further adjustments to lump sum and/or semi-monthly provisional payments may be incorporated in the contract by subsequent modification. As of this Modification P00004, the semi-monthly provisional billing/payment rate established in Modification P00003 remains unchanged.

As a result of this action, the total amount obligated on the contract is increased from \$53,825,936.00 by \$5,642,000.00 to become \$59,467,936.00. It is noted that \$775,050.63 in excess obligations, not allocated to specific contractual requirements/services, is assigned CLIN 0001AD and remains obligated to support future funding actions.

**FUNDING RECAPITULATION:**

	Obligated Amount
Basic Contract	\$ 53,825,936.00
Mod P00001	\$ 0.00
Mod P00002	\$ 0.00
Mod P00003	\$ 0.00
Mod P00004	\$ 5,642,000.00
<b>TOTAL</b>	<b>\$ 59,467,936.00</b>

4. For purposes of allocating all obligations and credits against contract line items, additional sub-line items under CLIN 0001 are required. CLIN 0001 as cited in the basic contract, through Modification P00003, is hereby redesignated as CLIN 0001AA. The following sub-line items are incorporated in the contract:

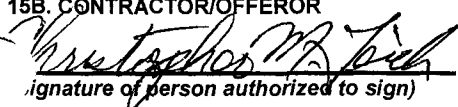

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
0001AB	Subsistence Credit	1 Lot	(\$591,813.70)	(\$591,813.70)
01AC	Meal Count Credit (FY03 - First Quarter)	1 Lot	(\$1,102,876.93)	(\$1,102,876.93)
0001AD	Excess Obligations	1 Lot	\$775,046.63	\$775,046.63

**CONTRACT VALUE TOTALS BY CLIN:**

	CLIN Value	
CLIN 0001AA	\$ 53,678,950.00	Basic Contract
	\$ 914,600.00	Mod P00003
CLIN 0001AB	(\$ 591,813.70)	Subsistence Credit
CLIN 0001AC	(\$ 1,102,876.93)	1 <sup>st</sup> Qtr Meal Count Credit
CLIN 0001AD	\$ 775,050.63	Excess Obligations
<b>CLIN 0001 TOTAL</b>	<b>\$ 53,673,910.00</b>	
CLIN 0002	\$ 146,986.00	Basic Contract
	\$ 5,040.00	Mod P00003
<b>CLIN 0002 TOTAL</b>	<b>\$ 152,026.00**</b>	
CLIN 0024	\$ TBD	Mod P00003
CLIN 0025	\$ 5,642,000.00	Mod P00004
<b>CONTRACT TOTAL</b>	<b>\$ 59,467,936.00</b>	

\*\* This corrects the CLIN 0002 total erroneously cited as \$152,030.00 in Modification P00003.

5. All other terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE	OF PAGES
			1	3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 26 SEP 03	4. REQUISITION/PURCHASE REQ. NO. SDN M9549003MO9991A, Amendment 2	5. PROJECT NO. (if applicable)	
ISSUED BY Contracting Officer Headquarters, U.S. Marine Corps Contracts Division (Code LBM) 2 Navy Annex Washington, DC 20380-1775	CODE M00027	7. ADMINISTERED BY (if other than item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
SODEXHO MANAGEMENT, INC. 9801 WASHINGTONIAN BOULEVARD SUITE 7161 GAITHERSBURG, MD 20878-7314			9B. DATED (SEE ITEM 11)	
DUNS NO. 783651011			10A. MODIFICATION OF CONTRACT/ORDER NO. M00027-02-C-0002	
CODE 1EGB9	FACILITY CODE	X	10B. DATED (SEE ITEM 13) 20020703	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<p>( ) 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:</p> <p>(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.</p>				
12. Accounting and Appropriation Data (if required) AA 1731105 2741 250 33702 0 067443 2D M95490 8991A0073111 \$4,100,000.00 INCREASE				
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: FAR 16.403(c)			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return <u>2</u> 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, PAGE 2.				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Christopher M. Teich Senior Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) L.J. MORSE, MAJOR, USMC CONTRACTING OFFICER UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR  signature of person authorized to sign	15C. DATE SIGNED 09/29/03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 09/29/03	

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00005</b>
	<b>Page 2 of 3</b>

The purpose of this modification is to provide additional funding in the amount of \$4,100,000.00 to support increased provisional billing and payment amounts. While the lump sum provisional payment in the amount of \$8,291,435.20 authorized in Paragraph 2 below exceeds the amount of funding provided in this modification, the total funding available on this contract is sufficient to cover the provisional payment amount. This modification also establishes CLIN 0026 and sub-line items 0001AE, 0001AF and 0001AG under CLIN 0001.

1. In recognition of new Service Contract Act (SCA) Wage Determinations becoming effective on 1 October 2002, Modification P00003 to this contract authorized a lump sum payment for retroactive labor cost increases and a revision to the provisional billing rate for prospective labor cost increases. Modification P00004 authorized a further incremental lump sum payment in recognition of the various changes to the contract Statement of Work required by the Government and implemented by the Contractor since the commencement of contract performance and continuing to present. This Modification P00005 establishes a third lump sum provisional payment as follows:

Projected CLIN 0001 Target Price (Including REA Amounts)	\$62,413,755.00
Estimated Amount to be Paid Through 30 September 2003	<u>\$44,996,961.00</u>
Subtotal	\$17,416,794.00
Adjustment Factor	<u>80%</u>
Subtotal	\$13,933,435.20
Modification P00004 Lump Sum Payment	<u>\$ 5,642,000.00</u>
Potential Entitlement	\$ 8,291,435.20

2. The amount of \$8,291,435.20 is available for lump sum provisional payment to the Contractor for various changes to the contract Statement of Work required by the Government and implemented by the Contractor since the commencement of contract performance and continuing to present. In Section B, CLIN 0026 is hereby created for the purpose of executing this provisional payment:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
0026	Lump Sum Provisional Payment	1 Lot	\$8,291,435.20	\$8,291,435.20

As of this Modification P00005, the semi-monthly provisional billing/payment rate established in Modification P00003 remains unchanged.

3. Funds cited in Block 12 above are hereby obligated. As a result of this action, the total amount obligated on the contract is increased from \$59,467,936.00 by \$4,100,000.00 to become \$63,567,936.00.

4. In Section B, for purposes of allocating all obligations and credits against contract line items, additional sub-line items under CLIN 0001 are required. The following sub-line items are incorporated into the contract:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Amount</u>
0001AE	FY03 2 <sup>nd</sup> Qtr Meal Count Credit	1 Lot	(\$2,754,109.28)	(\$2,754,109.28)
0001AF	FY03 3rd Qtr Meal Count Credit	1 Lot	(\$4,641,048.42)	(\$4,641,048.42)
0001AG	FY03 4th Qtr Est. Meal Count Credit	1 Lot	(\$ 396,085.34)	(\$ 396,085.34)

5. FUNDING RECAPITULATION:

	Obligated Amount
Basic Contract	\$ 53,825,936.00
Mod P00001	\$ 0.00
Mod P00002	\$ 0.00
Mod P00003	\$ 0.00
Mod P00004	\$ 5,642,000.00
Mod P00005	\$ 4,100,000.00
<b>TOTAL</b>	<b>\$ 63,567,936.00</b>

6. CONTRACT VALUE TOTALS BY CLIN:

	CLIN Value	
CLIN 0001AA	\$ 54,593,550.00	Basic Contract and Mod P00003*
CLIN 0001AB	(\$ 591,813.70)	Subsistence Credit
CLIN 0001AC	(\$ 1,102,876.93)	FY03 1 <sup>st</sup> Qtr Meal Count Credit
CLIN 0001AD	\$ 4,374,858.47	Reserve Amount From Previous Contract Mods
CLIN 0001AE	(\$ 2,754,109.28)	FY03 2 <sup>nd</sup> Qtr Meal Count Credit
CLIN 0001AF	(\$ 4,641,048.42)	FY03 3 <sup>rd</sup> Qtr Meal Count Credit
CLIN 0001AG	(\$ 396,085.34)	FY03 4 <sup>th</sup> Qtr Estimated Meal Count Credit
CLIN 0001 TOTAL	\$ 49,482,474.80	
CLIN 0002AA	\$ 121,290.00	Basic Contract and Mod P00003*
CLIN 0002AB	\$ 30,736.00	Basic Contract and Mod P00003*
CLIN 0002 TOTAL	\$ 152,026.00	
CLIN 0024 TOTAL	Awaiting Contractor Proposal	Mod P00003**
CLIN 0025 TOTAL	\$ 5,642,000.00	Mod P00004
CLIN 0026 TOTAL	\$ 8,291,435.20	Mod P00005
CONTRACT TOTAL	\$ 63,567,936.00	

\* Contract modification P00003 authorized higher billing rates due to impact of SCA.  
 \*\* Contract Modification P00003 created CLIN 0024AA for flooding in Mess Hall 31611, Camp Pendleton, 17 and 19 Dec 02.

7. All other terms and conditions remain unchanged.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1	OF PAGES 11
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 1 OCT 03	4. REQUISITION/PURCHASE REQ. NO. SDN M9549004MO9991A		5. PROJECT NO. (If applicable)	
ISSUED BY Contracting Officer Headquarters, U.S. Marine Corps Contracts Division (Code LBM) 2 Navy Annex Washington, DC 20380-1775	CODE M00027	7. ADMINISTERED BY (if other than item 6) Contracting Officer Marine Corps Regional Contracting Office Southwest Marine Corps Base Camp Pendleton P.O. Box 1609 Oceanside, CA 92051-1609		CODE M00681	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.	
SODEXHO MANAGEMENT, INC. 9801 WASHINGTONIAN BOULEVARD SUITE 7161 GAITHERSBURG, MD 20878-7314				9B. DATED (SEE ITEM 11)	
DUNS NO. 783651011				10A. MODIFICATION OF CONTRACT/ORDER NO. M00027-02-C-0002	
CODE 1EGB9			X	10B. DATED (SEE ITEM 13) 20020703	
FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<p>( ) 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:</p> <p>(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.</p>					
12. Accounting and Appropriation Data (if required) AB 1741105 2741 250 33702 0 067443 2D M95490 8991A0073111 \$68,000,000.00					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
(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: Mutual Agreement of the Parties and FAR 16.403(c)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return <u>2</u> 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, PAGE 2.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)  Azizur N. Bertoza, Sr. Contract Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MATTHEW J. FOWLER, MAJOR, USMC CONTRACTING OFFICER UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR  Signature of person authorized to sign		15C. DATE SIGNED  11/3/03	16B. UNITED STATES OF AMERICA BY  Signature of Contracting Officer		16C. DATE SIGNED  11/03/03



<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00006</b>
	<b>Page 2 of 11</b>

The purpose of this modification is to provide the following:

- a. Provide funding for Contract Year 2 (FY04 requirements).
  - b. Execute Contract Year 2 (FY04) CLINS 0003, 0004AA, 0004AB, 0005AA, 0005AB and 0005AC.
  - c. Incorporate a table reflecting new baseline rates by Contract Year resulting from Service Contract Act / Wage Determination that became effective on the contract on 1 Oct 02.
  - d. Revise Section B CLIN 0003 and redesignate as CLIN 0003AA.
  - e. Revise the provisional billing rate for Contract Year 2.
  - f. Establish Sub-line Items 0003AB, 0003AC, 0003AD, 0003AE, 0003AF and 0003AG.
  - g. Revise CLINs 0004AA, 0004AB, 0005AB, 0005AC and 0024AA.
  - h. Increase the threshold at which Government approval is required for the Contractor to proceed with repairs from \$250.00 to \$500.00 and clarify repair costs to include labor and material.
  - i. Revise the Patron Flow requirement that the Contractor provide main entrée serving line services sufficient for a minimum patron flow from 12 per minute to 8 per minute at Mess Hall 520430 effective 8 Aug 03.
  - j. Revise the cognizant Government Payment Office from DFAS Kansas City to DFAS Columbus.
  - k. Revise FY03 Accounting and Appropriation Data to reflect financial activity in contract modifications P00003, P00004 and P00005.
  - l. Add FY04 Accounting and Appropriation Data to reflect financial activity in this contract modification P00006.
  - m. Incorporate DFARS Clause 252.232-7003, "Electronic Submission of Payment Requests."
  - n. Revise Contract Data Requirements List (CDRL) requirements.
  - o. Revise status of Messhalls 14036 and 13100 to indicate that they are now open each weekend.
  - p. Provide a funding reconciliation by basic contract and contract modifications.
  - q. Provide a summary of contract value by CLIN.
1. Funding in the amount of \$68,000,000.00 is hereby provided in Block 12 of this modification for Contract Year 2 (FY04 requirements) for the period 1 Oct 03 through 30 Sep 04. The aforementioned funding is for CLINS 0003, 0004AA, 0004AB, 0005AA, 0005AB and 0005AC.

2. In Section B, effective 1 Oct 03, CLINS 0003, 0004AA, 0004AB, 0005AA, 0005AB and 0005AC are hereby executed for performance, billing and payment purposes.

3. In Section B, for purposes of allocating all obligations and credits against contract line items, additional CLINs and sub-line items are necessary for administrative ease. CLIN 0003, as cited in the basic contract, is hereby redesignated as CLIN 0003AA (see paragraph 5 below). The following sub-line items are hereby incorporated into the contract.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003AA	See Paragraph 5 below	See Para. 5 below	See Para 5 below	See Para 5 below
0003AB	FY04 1 <sup>st</sup> Qtr Meal Count Credit/Debit	1 LOT	TBD	TBD
0003AC	FY04 2 <sup>nd</sup> Qtr Meal Count Credit/Debit	1 LOT	TBD	TBD

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00006</b>
	<b>Page 3 of 11</b>

0003AD	FY04 3 <sup>rd</sup> Qtr Meal Count Credit/Debit	1 LOT	TBD	TBD
0003AE	FY04 4 <sup>th</sup> Qtr Meal Count Credit/Debit	1 LOT	TBD	TBD
0003AF	FY04 Current Budgeted Amount for Undefined REAs to be Performed in Contract Year 2, Subject to Final Negotiation and Adjustment	1 EA	\$1.00	\$8,455,007.20
0003AG	FY04 Estimated Funds for Contract Year 2 Share Ratio and Other Adjustments	1 EA	\$1.00	\$ 4,501,994.48

4. Contract modification P00003, Paragraph 2, identified new Service Contract Act (SCA) WD rates that became effective under this contract on 1 October 2002. As a result, contract modification P00003 revised the existing contract rates for CLINs 0001 and 0002 to reflect the impact of the new SCA WD rate determination. The new SCA WD rates also impact the similar CLINs for the out-years on the contract. The following table provides the new baseline resulting from the new SCA WD rates that became effective 1 October 2002 and accepted by the Government. The baseline is subject to adjustment based on subsequent SCA WD rate determinations. Target and Ceiling Prices are based on 13,450,000 estimated meals.

Contract Year (CY)	Target Price Per Meal	Total Target Price Food Service	Ceiling Price Per Meal	Extended Service for Full Food Service & Brig Management & Food Preparation Messhalls	Extended Service for M&MA Messhalls
CY 01	\$ 4.059	\$ 54,593,550	\$ 4.174	\$ 121.29	\$ 76.84
CY 02	\$ 3.958	\$ 53,235,100	\$ 4.204	\$ 121.29	\$ 76.84
CY 03	\$ 3.814	\$ 51,298,300	\$ 4.221	\$ 121.29	\$ 76.84
CY 04	\$ 3.874	\$ 52,105,300	\$ 4.250	\$ 121.29	\$ 76.84
CY 05	\$ 3.934	\$ 52,912,300	\$ 4.278	\$ 121.29	\$ 76.84
CY 06	\$ 3.997	\$ 53,759,650	\$ 4.324	\$ 121.29	\$ 76.84
CY 07	\$ 4.061	\$ 54,620,450	\$ 4.370	\$ 121.29	\$ 76.84
CY 08	\$ 4.127	\$ 55,508,150	\$ 4.417	\$ 121.29	\$ 76.84

5. Based on the above SCA WD rates that went into effect 1 October 2002, this contract modification P00006 incorporates the revised rates applicable to Contract Year 2 into Section B. The CLIN 0003AA Target Cost Per Meal is increased from (b)(4) by \$.066 to (b)(4). The CLIN 0003AA Target Price Per Meal is increased from \$3.892 by \$.066 to 3.958. The CLIN 0003AA Ceiling Price Per Meal is increased from \$4.138 by \$.066 to \$4.204. The Estimated Number of Meals remains unchanged at 13,450,000. In Section B, CLIN 0003AA (as was redesignated from CLIN 0003 in paragraph 3 above) is revised to read as follows:

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00006</b>
	<b>Page 4 of 11</b>

CLIN 0003AA Contract Year 2 – For the period 1 October 2003 through 30 September 2004, the Contractor shall provide all Subsistence and Labor necessary to fulfill the requirements of Section C for Full Food Service, Management and Mess Attendant Services, and Brig Messhall Management and Food Preparation Services, as applicable, at the twenty-three (23) messhalls cited, in accordance with the phase-in plan outlined in Section C. paragraph C1.5.1.4, to be implemented pursuant to the Contractor’s proposal. Cost and profit associated with implementation and use of any Advanced Food Technology in Contract Year 2 is included in the price of this line item:

<u>Quantity</u>	<u>Target Cost Per Meal</u>	<u>Total Target Cost</u>	<u>Target Profit Per Meal</u>	<u>Total Target Profit</u>
13,450,000 ea (ESTIMATED NUMBER OF MEALS)	\$ ****, (b)(4)	\$ ****, (b)(4)	\$ ****, (b)(4)	\$ ****, (b)(4)
TARGET PRICE:		\$ 53,235,100		(Target Cost + Target Profit)
TARGET PRICE PER MEAL:		\$ 3.958		(Target Cost per Meal + Target Profit per Meal)
CEILING PRICE PER MEAL		\$ 4.204		(See discussion at end of Section B)
SHARE RATIO:		****, (b)(4)		(Government/Contractor)
<b>CLIN 0003AA SEMI-MONTHLY: BILLING RATE (EXCLUDING UNDEFINITIZED REAs)</b>		<b>\$ 2,218,129.17</b>		<b>(1/24 X TARGET PRICE)</b>

**6. Provisional Billing Amount for Undefinitized REAs Under CLIN 0003AF.** In FY03 there were a number of Government directed changes that remain to be definitized. The Contractor submitted Requests for Equitable Adjustment (REAs) for which funding was made available. The undefinitized REAs identified below reflect the estimated annual cost for FY04. Since the Contractor is incurring costs against these undefinitized REAs, they need to be recognized as an additional semi-monthly billing entitlement in addition to that allowed in basic CLIN 0003AA above. As a result, an additional Semi-Monthly Provisional Billing Rate for which the Contractor may bill for and that DFAS shall pay under CLIN 0003AF is estimated as follows:

**ESTIMATED FY04 ANNUAL COST OF UNDEFINITIZED REAs:**

Master Menu Adjustment	\$ 1,532,054.00
Subsistence Escalation	\$ 2,866,759.00
Patron Flow (Recruit Depots and SOIs)	\$ 3,758,275.00
TE-2/TE-3 Changes	\$ 2,311,671.00
Mod P00003 Changes (Including Crucible Support, Warrior Breakfast, Representative Meal Trays, Representative Box Lunches, Box Procurement, Patron Flow Requirements at MH 520430)	\$ 100,000.00
CLIN 0003AF Estimated Total	\$10,568,759.00
80% of CLIN 0003AF Estimated Total	\$ 8,455,007.20

**CLIN 0003AF PROVISIONAL SEMI-MONTHLY BILLING RATE: \$ 352,291.97** (1/24 X 80% OF CLIN 0003AF ESTIMATED FY04 ANNUAL COST OF UNDEFINITIZED REAs)

7. In Section B, the Quantities for Time-and-Material (T&M) CLINs 0004AA, 0004AB and 0005AB are revised based on the Government's and Contractor's mutually agreed assessment of the work. The quarter-hour rates for CLINs 0004AA and 0004AB reflect an increase over the original contract rates as a result of the SCA WD rate adjustment that took effect 1 October 2002 and was accepted by DCAA. For T&M CLIN 0005AC, the Government and Contractor agreed to an estimated amount of \$500,000.00 to cover parts necessary to effect equipment repair during Contract Year 2. As a result, CLINs 0004AA, 0004AB, 0005AB and 0005AC are hereby revised as follows:

**CLIN 0004** Contract Year 2 – Extended Service Hours. Extended service, as defined in Section C.2, may be required and directed by the Contracting Officer or Contracting Officer's Representative in order to provide meal service beyond the required messhall meal serving hours as outlined in paragraph 3 of Technical Exhibit 2, herein. Unit prices shall be on a total flat-rate quarter-hour basis, broken down by type of messhall (not price per employee) as follows:

**CLIN 0004AA** Full Food Service Messhalls, and Brig Management & Food Preparation Messhalls (same rate shall apply to both categories of messhalls).

<u>Quantity</u>	<u>¼-Hour Rate</u>	<u>Total Amount</u>
120 qtr-hr	\$ 121.29	\$ 14,554.80

**CLIN 0004AB** Management & Mess Attendant Messhalls.

<u>Quantity</u>	<u>¼-Hour Rate</u>	<u>Total Amount</u>
50 qtr-hr	\$ 76.84	\$ 3,842.00

SODEXHO MANAGEMENT, INC.	M00027-02-C-0002
	Modification P00006
	Page 6 of 11

**CLIN 0005 Contract Year 2 – Food Preparation Serving Equipment (FPSE) Maintenance and Repair, in accordance with Section C, paragraph C-4.2.**

**CLIN 0005AA FPSE Preventive Maintenance (see para B.3.3)**

<u>Quantity</u>	<u>Monthly Rate</u>	<u>Total Amount</u>
12 mo	\$ 43,025.96	\$516,311.52

**CLIN 0005AB FPSE Service Calls (see para B.3.4.2)**

<u>Quantity</u>	<u>Hourly Rate</u>	<u>Total Amount</u>
9,075 hrs	\$ 85.20	\$773,190.00

**CLIN 0005AC Repair Parts (see para B.3.4.3)**

<u>Quantity</u>	<u>Total Amount</u>
12 mo	\$500,000.00

8. In Section B, contract modification P00003 established Sub-Line Item 0024AA for flooding in Messhall 31611 that took place 17 and 19 December 2002 at Camp Pendleton, CA. Contract Modification P00003 indicated the total dollar amount to be TBD. The Contractor submitted a proposal dated 2 October 2003 with a proposed amount of \$7,172.00. This contract modification P00006 incorporates the proposed amount into CLIN 0024AA as a Not-To-Exceed (NTE) amount pending negotiation and definitization of the proposal. As a result, CLIN 0024AA is revised to read:

**CLIN 0024AA Flooding in Messhall 31611. 17 and 19 Dec 02 (Camp Pendleton)**

<u>Quantity</u>	<u>Total Amount</u>
1 lot	NTE \$ 7,172.00

9. In Section C, during the Quarterly RGFS Contract Conference held 8 – 9 Sep 03, the parties agreed to increase the threshold for required prior Government approval of Contractor repair work from \$250.00 to \$500.00. It was also decided that SOW requirements for repair work be clarified to include both parts and labor in the threshold value of \$500.00. In addition, when the cost of the repair including both parts and labor exceed \$500.00 Government approval is required. Accordingly, the following SOW paragraphs are revised to read as follows:

SODEXHO MANAGEMENT, INC.	M00027-02-C-0002
	Modification P00006
	Page 7 of 11

"C4.2.4.1 The Contractor shall provide all necessary services, labor, parts and materials, and complete all repair requirements identified during the performance of a PMIS as part of the PMIS. However, if the total direct cost of labor and materials required to complete identified repairs exceeds \$500.00, the Contractor shall provide an estimate of such additional labor and material costs for approval by the Contracting Officer or local Base/Station Food Service Officer."

"C4.2.10.1.2 Service calls shall consist of up to one (1) hour of labor and parts, up to a direct cost (i.e. no overhead included) of \$500.00. Should it be determined during the basic service call or PM that it will take more than (1) one hour which could directly impact meal serving or meal production and/or require labor and parts in excess of \$500.00 to properly effect a repair, then work will stop and a detailed estimate of all labor, parts and time to complete the repair will be provided to the Government. Government approval is required when the cost of the repair including both labor and parts exceed \$500.00."

"**C4.2.12 Furnish all replacement parts.** The Contractor shall furnish all food preparation and serving equipment replacement parts. The Government will reimburse the Contractor, at actual invoice cost for all parts used plus any related special handling costs. Situations requiring expenditure of over \$500.00 (parts and labor) requires approval by the Contracting Officer or the local Base/Station Food Service Officer. Parts purchased for repairs and maintenance shall be of equal or greater quality to the parts replaced. The Contractor shall credit any parts discounts and rebates to the Government. Used parts, or a credit invoice for it, shall be submitted to the local Base/Station Food Service Officer within 5 business days following the repair."

10. Contract modification P00003 revised the Patron Flow requirement set forth in SOW paragraph C5.8.1 and other applicable paragraphs from eight (8) per minute to twelve (12) per minute where the Contractor is providing main entrée serving line services at Mess Hall 520430. In Section C, this contract modification P00006 revises the patron flow requirement set forth in SOW paragraph C5.8.1 and other applicable paragraphs that the Contractor provide main entrée serving line services sufficient for a minimum flow of eight (8) patrons per minute for Mess Hall 520430 effective 8 August 2003.

11. In Section G, effective 1 Nov 03, Paragraph G.2 Payment Office is revised to read as follows:

G.2 PAYMENT OFFICE

All payments under this contract shall be made by:

Regular Mail:

DFAS Columbus  
P.O. Box 369022  
Attn: Kansas  
Columbus, OH 43236-9022

Fed-Ex:

DCC Supervisor 614-693-9019  
DFAS Columbus  
3990 East Broad Street, Building 21  
Attn: DCC/Kansas Documents  
Columbus, OH 43213-1152

Pursuant to DFAS Columbus instructions, while the payment office address has changed to DFAS Columbus this contract is to continue to cite the DFAS Kansas City DODAAC Code M67443 pending further notice.

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00006</b>
	<b>Page 8 of 11</b>

12. In Section G, Paragraph G.7 is revised to reflect financial activity on FY03 funds and add FY04 appropriation data.

**ACRN AA:** FY03 funding is revised to reflect increased funding for this line of accounting and show the allocation of funding by contract line item number (CLIN).

Funding allocation for CLINs 0001, 0002AA and 0002AB is deleted and replaced by the following allocation by CLIN.

CLIN 0001AA	\$ 54,593,550.00	FY03 Basic Food Service
CLIN 0001AB	(\$ 591,813.70)	FY03 Subsistence Credit
CLIN 0001AC	(\$ 1,102,876.93)	FY03 1 <sup>st</sup> Qtr Meal Count Credit
CLIN 0001AD	\$ 4,367,686.47	FY03 Reserve Amount from Contract Mods
CLIN 0001AE	(\$ 2,754,109.28)	FY03 2 <sup>nd</sup> Qtr Meal Count Credit
CLIN 0001AF	(\$ 4,641,048.42)	FY03 3 <sup>rd</sup> Qtr Meal Count Credit
CLIN 0001AG	(\$ 396,085.34)	FY03 4 <sup>th</sup> Qtr Estimated Meal Count Credit
CLIN 0001 TOTAL	\$ 49,475,302.80	
CLIN 0002AA	\$ 121,290.00	FY03 Extended Services, FFS & Brig Mgmt
CLIN 0002AB	\$ 30,736.00	FY03 Extended Services, M&MA Mess Halls
LIN 0002 TOTAL	\$ 152,026.00	
CLIN 0024	NTE \$ 7,172.00	FY03 Flooding in Camp Pendleton Messhall 31611
CLIN 0025	\$ 5,642,000.00	FY03 Lump Sum Provisional Payment
CLIN 0026	\$ 8,291,435.20	FY03 Lump Sum Provisional Payment
<b>ACRN AA GRAND TOTAL</b>	<b>\$ 63,567,936.00</b>	

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SODEXHO MANAGEMENT, INC.	M00027-02-C-0002
	Modification P00006
	Page 9 of 11

**ACRN AB: FY04 funding is added to the contract to reflect obligations in this modification and accounting and appropriation data for FY04.**

**AB 1741105 2741 250 33702 0 067443 2D M95490 8991A0073111 \$68,000,000.00**

**SDN: M9549004MO9991A**

Funding allocation by CLIN is reflected below:

CLIN 0003AA	\$ 53,235,100.00	FY04 Basic Food Service
CLIN 0003AB	TBD	FY04 1 <sup>st</sup> Qtr Meal Count Credit/Debit
CLIN 0003AC	TBD	FY04 2 <sup>nd</sup> Qtr Meal Count Credit/Debit
CLIN 0003AD	TBD	FY04 3 <sup>rd</sup> Qtr Meal Count Credit/Debit
CLIN 0003AE	TBD	FY04 4 <sup>th</sup> Qtr Meal Count Credit/Debit
CLIN 0003AF	\$ 8,455,007.20	FY04 Current Budgeted Amount for Undefined REA to be Performed in Contract Year 2, Subject to Final Negotiation and Adjustment
CLIN 0003AG	\$ 4,501,994.48	FY04 Estimated Funds for Contract Year 2 Share Ratio and Other Adjustments
CLIN 0003 TOTAL	\$ 66,192,101.68	
CLIN 0004AA	\$ 14,554.80	FY04 Extended Service at FFS and Brig Management & Food Preparation Messhalls
CLIN 0004AB	\$ 3,842.00	FY04 Extended Service at M&MA Messhalls
CLIN 0004 TOTAL	\$ 18,396.80	
CLIN 0005AA	\$ 516,311.52	FY04 FPSE Preventive Maintenance
CLIN 0005AB	\$ 773,190.00	FY04 FPSE Service Calls
CLIN 0005AC	\$ 500,000.00	FY04 FPSE Repair Parts
CLIN 0005 TOTAL	\$ 1,789,501.52	
<b>ACRN AB GRAND TOTAL</b>	<b>\$ 68,000,000.00</b>	

13. In Section I, DFARS Clause 252.232-7003, "Electronic Submission of Payment Requests" (MAR 2003) is hereby incorporated by reference into the contract.

14. In Section J, Attachment IV - Contract Data Requirements List (CDRL), the following CDRLs are hereby revised as follows:

CDRL #5 – Recipe Quantification. In Block 14 (Distribution Copy), the following language is incorporated:

“Discard after the completion of the meal serving period for which the product is prepared and served.” In Block 4 (Distribution Addressees), the following language is incorporated “Not Required.”



<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00006</b>
	<b>Page 10 of 11</b>

CDRL #8 – Production Guide. In Block 14 (Distribution Copy), the following language is incorporated: “Discard after the completion of the meal serving period for which the product is prepared and served and data entry into the post meal history (REALCNT) program.” In Block 14 (Distribution Addressees), the following language is incorporated: “Not Required.”

CDRL #9 – Pick List. In Block 14 (Distribution Copy), the following language is incorporated: “Discard upon completion of all data entry into the ISSUEMAN Program.” In Block 14 (Distribution Addressees), the following language is incorporated: “Not Required.”

CDRL #10 – Financial Status / Daily Cost Analysis. Block 14 (Distribution Copy) is revised to read: “2 Electronic File Copies.”

CDRL #11 – ComReq/RXTX. Block 14 (Distribution Copy) is revised to read: “2 Electronic File Copies.”

CDRL #12 – Inventory Transaction Review and Ingredient Inventory. Block 14 (Distribution Copy) is revised to read: “2 Electronic File Copies.”

CDRL #13 – PrePrep. In Block 14 (Distribution Copy), the following language is incorporated: “Discard after the completion of the meal serving period for which the product is prepared and served.” In Block 14 (Distribution Addressees), the following language is incorporated: “Not Required.”

CDRL #14 – MenQual. In Block 14 (Distribution Copy), the following language is incorporated: “Discard after the completion of the meal serving period for which the product is prepared and served.” In Block 14 (Distribution Addressees), the following language is incorporated: “Not Required.”

15. Prior contract modification P00003, Page 8 of 10, Item 10, indicated that Messhalls 14036 and 13100 are open on alternating weekends, commencing on the weekend of 1 March 2003. This modification P00006 rescinds Item 10. Both Messhalls 14036 and 13100 are now open each weekend.

**16. FUNDING RECAPITULATION BY BASIC CONTRACT AND CONTRACT MODIFICATIONS:**

	Obligated Amount
Basic Contract	\$ 53,825,936.00
Mod P00001	\$ 0.00
Mod P00002	\$ 0.00
Mod P00003	\$ 0.00
Mod P00004	\$ 5,642,000.00
Mod P00005	\$ 4,100,000.00
Mod P00006	\$ 68,000,000.00
<b>TOTAL</b>	<b>\$131,567,936.00</b>

SODEXHO MANAGEMENT, INC.	M00027-02-C-0002
	Modification P00006
	Page 11 of 11

**17. SUMMARY OF CONTRACT VALUE BY CLIN:**

	CLIN Value	
CLIN 0001AA	\$ 54,593,550.00	FY03 Basic Contract and Mod P00003*
CLIN 0001AB	(\$ 591,813.70)	FY03 Subsistence Credit
CLIN 0001AC	(\$ 1,102,876.93)	FY03 1 <sup>st</sup> Qtr Meal Count Credit
CLIN 0001AD	\$ 4,367,686.47	FY03 Reserve Amount From Previous Contract Mods
CLIN 0001AE	(\$ 2,754,109.28)	FY03 2 <sup>nd</sup> Qtr Meal Count Credit
CLIN 0001AF	(\$ 4,641,048.42)	FY03 3 <sup>rd</sup> Qtr Meal Count Credit
CLIN 0001AG	(\$ 396,085.34)	FY03 4 <sup>th</sup> Qtr Estimated Meal Count Credit
CLIN 0001 TOTAL	\$ 49,475,302.80	
CLIN 0002AA	\$ 121,290.00	FY03 Basic Contract and Mod P00003*
CLIN 0002AB	\$ 30,736.00	FY03 Basic Contract and Mod P00003*
CLIN 0002 TOTAL	\$ 152,026.00	
CLIN 0003AA	\$ 53,235,100.00	FY04 Basic Contract and Mod P00006**
CLIN 0003AB	TBD	FY04 1 <sup>st</sup> Qtr Meal Count Credit/Debit
CLIN 0003AC	TBD	FY04 2 <sup>nd</sup> Qtr Meal Count Credit/Debit
CLIN 0003AD	TBD	FY04 3 <sup>rd</sup> Qtr Meal Count Credit/Debit
CLIN 0003AE	TBD	FY04 4 <sup>th</sup> Qtr Meal Count Credit/Debit
CLIN 0003AF	\$ 8,455,007.20	FY04 Current Budgeted Amount for Undefined REAs to be Performed in Contract Year 2, Subject to Final Negotiation and Adjustment
CLIN 0003AG	\$ 4,501,994.48	FY04 Estimated Funds for Contract Year 2 Share Ratio and Other Adjustments
CLIN 0003 TOTAL	\$ 66,192,101.68	
CLIN 0004AA	\$ 14,554.80	FY04 Extended Service at FFS and Brig Management & Food Preparation Messhalls
CLIN 0004AB	\$ 3,842.00	FY04 Extended Service at M&MA Messhalls
CLIN 0004 TOTAL	\$ 18,396.80	
CLIN 0005AA	\$ 516,311.52	FY04 FPSE Preventive Maintenance
CLIN 0005AB	\$ 773,190.00	FY04 FPSE Service Calls
CLIN 0005AC	\$ 500,000.00	FY04 FPSE Repair Parts
CLIN 0005 TOTAL	\$ 1,789,501.52	
CLIN 0024AA	NTE \$ 7,172.00	Mod P00003*** and Contractor's Estimate (FY03)
CLIN 0024 TOTAL	NTE \$ 7,172.00	
CLIN 0025 TOTAL	\$ 5,642,000.00	Mod P00004 (FY03)
CLIN 0026 TOTAL	\$ 8,291,435.20	Mod P00005 (FY03)
CONTRACT TOTAL	\$131,567,936.00	

\* Contract modification P00003 authorized higher billing rates due to impact of SCA.

\*\* Contract modification P00006 recognized higher target price per meal due to impact of SCA.

\*\*\* Contract Modification P00003 created CLIN 0024AA for flooding in Mess Hall 31611, Camp Pendleton, 17 and 19 Dec 02.

**18. All other terms and conditions remain unchanged.**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 15 NOV 03		4. REQUISITION/PURCHASE REQ. NO. SDN M9549004MO9991A	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (if other than item 6)		CODE M00681	
ISSUED BY Contracting Officer Headquarters, U.S. Marine Corps Contracts Division (Code LBM) 2 Navy Annex Washington, DC 20380-1775		CODE M00027		Contracting Officer Marine Corps Regional Contracting Office Marine Corps Base Camp Pendleton P.O. Box 1609 Oceanside, CA 92051-1609	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.	
SODEXHO MANAGEMENT, INC. 9801 WASHINGTONIAN BOULEVARD SUITE 7161 GAITHERSBURG, MD 20878-7314  DUNS NO. 783651011				9B. DATED (SEE ITEM 11)	
CODE 1EGB9			X	10A. MODIFICATION OF CONTRACT/ORDER NO. M00027-02-C-0002	
FACILITY CODE				10B. DATED (SEE ITEM 13) 20020703	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
( ) 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) N/A					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
(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)				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties and Section G.3 of the contract.				
E. IMPORTANT: Contractor ( ) is not, (X) is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SEE PAGE 2					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Arthur A. Brzozda, Sr. Contracts Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MATTHEW J. FOWLER, MAJOR, USMC CONTRACTING OFFICER UNITED STATES MARINE CORPS		
15B. CONTRACTOR/OFFEROR Arthur A. Brzozda ature of person authorized to sign)		15C. DATE SIGNED 11/14/03	16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)		16C. DATE SIGNED 14 NOV 2003

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00007</b>
	<b>Page 2 of 4</b>

the purpose of this modification is to:

- a. Transfer Contracting Officer authority for contract M00027-02-C-0002 from the Headquarters, U.S. Marine Corps Procuring Contracting Officer (HQPCO) to the Regional Contracting Office (RCO), Camp Pendleton, CA, effective 15 November 2003;
  - b. Establish RCO Camp Pendleton, CA as the point of contact for all matters related to the contract and identify the Successor Contracting Officer (SCO) as the only person authorized to approve changes to the contract;
  - c. Retain authority in the Headquarters, U.S. Marine Corps Procuring Contracting Officer (HQPCO) to negotiate final settlement of FY03 Requests for Equitable Adjustment (REAs) resulting from changes issued prior to and on the effective date of this modification and to negotiate and execute the final FY03 year-end contract settlement with the Contractor;
  - d. Notify the Contractor that, effective 15 Nov 03, all contract-required reports and requests for contract modification shall be provided to the SCO with a copy to the HQPCO;
  - e. Identify the SCO as the person authorized to resolve contracting problems in accordance with public law and regulations;
  - f. Identify the documents that describe the SCO's authority with respect to this contract;
  - g. Incorporate the USMC Regional Garrison Food Service Contracts Contract Administration Plan into the contract;
  - h. Incorporate DFARS Clause 252.243-7002, "Requests for Equitable Adjustment" into the contract;
  - i. Correct the Quantity and Unit Price for CLINs 0003AF, 0003AG and 0005AC;
  - j. Assign MILSTRIP M9549004MO9991A to CLINs 0003, 0004 and 0005 and all sub-line item numbers (SLINs) under those CLINs;
  - k. Recognize a Government-directed change with regard to the planned partial closure of Mess Hall (MH)-569 at Marine Corps Recruit Depot (MCRD) San Diego, CA which commenced on 10 November 2003;
  - l. Incorporate other administrative corrections into the contract; and
  - m. Identify the total estimated value of the contract and the total funded amount as of this modification.
1. Pursuant to Section G, Paragraph G.3, entitled "Successor Contracting Officer's Authority," the Headquarters, U.S. Marine Corps Procuring Contracting Officer (HQPCO), Contracts Division, Code (LBM) hereby assigns PCO authority for this contract, including contract modifications P00001 through this modification P00007, to the U.S. Marine Corps Regional Contracting Office (RCO), Camp Pendleton, CA. The effective date of this transfer of contracting authority is 15 November 2003. The RCO will designate a Successor Contracting Officer (SCO) and all of the authority and responsibilities of the PCO will be vested in the SCO.
  2. Effective 15 November 2003, RCO Camp Pendleton, CA, is the designated point of contact for all matters related to this contract. The SCO is the only person authorized to approve changes in any of the requirements under this contract. In the event the Contractor effects any change at the direction of any person other than the SCO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00007</b>
	<b>Page 3 of 4</b>

3. The HQPCO retains all authority to negotiate and execute modifications related to the final settlement of those FY03 REAs resulting from changes to this contract prior to and on the effective date of this modification. The HQPCO also retains all authority to negotiate and execute the final FY03 year-end contract settlement with the Contractor. Except as specified above, the Camp Pendleton RCO SCO shall have sole authority to negotiate and execute all other modifications that arise under this contract.

4. Effective 15 November 2003, the Contractor shall submit required contract reports (e.g., SF 294 and SF 295 Subcontract Reports), any requests for modification of the contract, and any requests for equitable adjustment to the SCO, with a copy to the HQPCO.

5. Contracting issues, of any nature, that may arise during the term of this contract must conform with public law and applicable procurement regulations (e.g., Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS) and Navy Acquisition Procedures Supplement (NAPS)). Only the SCO is authorized to formally resolve such issues. Therefore, all parties are directed to bring all contractual issues to the immediate attention of the SCO.

6. Section J, Attachment V of this contract is hereby renamed "USMC Regional Garrison Food Service Contracts Contract Administration Plan" replacing the title "Reserved." The USMC Regional Garrison Food Service Contracts Contract Administration Plan, dated 15 November 2003, is hereby incorporated into the contract as Attachment V. The Contract Administration Plan is provided as Enclosure (1) to this modification P00007.

7. In Section I, DFARS Clause 252.243-7002, "Requests for Equitable Adjustment (MAR 1998)" is hereby incorporated by reference into the contract.

8. In Section B, the Quantity and Unit Price for the following CLINs are corrected to read as follows:

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003AF	FY04 Current Budgeted Amount for Undefined REAs to be Performed in Contract Year 2, Subject to Final Negotiation and Adjustment	\$ 8,455,007.20	\$ 1.00	\$ 8,455,007.20
0003AG	FY04 Estimated Funds for Contract Year 2 Share Ratio and Other Adjustments	\$ 4,501,994.48	\$ 1.00	\$ 4,501,994.48
0005AC	Repair Parts (see para B.3.4.3)	\$ 500,000.00	\$ 1.00	\$ 500,000.00

<b>SODEXHO MANAGEMENT, INC.</b>	<b>M00027-02-C-0002</b>
	<b>Modification P00007</b>
	<b>Page 4 of 4</b>

MILSTRIP M9549004MO9991A is applicable to CLINS 0003, 0004 and 0005 and all sub-line item numbers (SLINs) under those CLINs.

10. Government Directed Change. HQPCO email, dated 14 November 2003, recognized that the Government agreed to issue a directed change with regard to the planned partial closure of MH-569 at MCRD San Diego, CA, which commenced on 10 November 2003. The parties will negotiate an equitable adjustment for this change, which will be incorporated into this contract.

11. Section H, Paragraph H.7(e)(2) is revised to read as follows:

(2) Determine subsistence cost. Were the adjustment factor 5% or more, the next step would be to determine the cost of subsistence. This is accomplished by first computing, for the year in question, the percentage of total cost per meal represented by subsistence. For example, if actual cost incurred for CLIN 0003 is \$10,000,000 and the actual subsistence cost is \$5,000,000, the subsistence percentage for that year is 50%. This percentage would be applied as follows:

Target Cost per Meal	\$2.750
Times Subsistence Percentage	50%
Target Subsistence Cost per Meal	\$1.375

12. Contract Modification P00006 revised the Payment Office cited in Section G, Paragraph G.2 to read DFAS Columbus vice DFAS Kansas City. It is noted that the Section C Statement of Work (SOW) also contains references to DFAS Kansas City, which was unchanged in Modification P00006. These SOW references, which include SOW paragraph C5.18 subparagraph 3d and SOW paragraph C5.10.2 subparagraph g, identify the collection function of DFAS Kansas City as opposed to the payment function. Pursuant to guidance received from DFAS Kansas City, the DFAS Kansas City collection function remains unchanged. Therefore, Section C SOW references to DFAS Kansas City in the aforementioned SOW paragraphs remain unchanged until otherwise notified by DFAS.

13. Section C, Paragraph C.5.18, Item 1 reference to NAVMC 10789 is corrected to read NAVMC 10798.

14. The total estimated value of the contract, as of this modification P00007, for Contract Years 1 through 2, remains unchanged at \$131,567,936.00. The total funded amount for this contract, as of this modification P00007, for Contract Years 1 through 2, remains unchanged at \$131,567,936.00.

15. All other terms and conditions remain unchanged.