

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 6

2. AMENDMENT/MODIFICATION NO.  
P00001

3. EFFECTIVE DATE  
20021001

4. REQUISITION/PURCHASE REQ. NO.  
M9549003M08991A

5. PROJECT NO. (If applicable)

6. 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-0001

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)

**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. GAGNE, SR. VICE PRESIDENT

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

PAUL E. SANDO  
CONTRACTING OFFICER  
UNITED STATES MARINE CORPS

15B. CONTRACTOR/OFFEROR  
  
(Signature of person authorized to sign)

15C. DATE SIGNED  
12/13/02

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

16C. DATE SIGNED  
12/13/02

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

1. Revise Section C to modify the inventory requirements and add description of employee uniform requirements
2. Revise Section G to change invoicing instructions
3. Revise Section I to insert language in the "Warranty of Services" clause
4. Revise Technical Exhibit -2 to change operating hours at two messhalls
5. Revise Attachment VI to include current Service Contract Act Wage Determinations
6. Revise Attachment VII to include current Collective Bargaining Agreements

**SECTION C**

1. 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.

2. 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 H, Special Provisions**, subparagraph H.5 entitled, Mandatory Sources Under The Javits Wagner O'Day Act, is revised to change the date in subparagraph (c) from 31 December 2003 to 1 December 2002. Delete the previous Section H and replace with the attached Section H, Enclosure (3).

**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 (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. 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. Deleted the previous Attachment VI and replace with the attached Attachment VI, Enclosure (6).

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.

### SERVICE CONTRACT ACT AREA WAGE DETERMINATIONS

	DELETED	ADDED	
ATTACHMENT (AT) NO.	SCA- WAGE DETER. NO.	SCA- WAGE DETER. NO.	LOCATION
VI-1	1994-2103, Rev. 24 dated 05/31/2001	1994-2103, Rev. 28 dated 10/04/2002	MARINE BARRACKS 8 <sup>TH</sup> & I WASHINGTON, D. C.
			HENDERSON HALL ARLINGTON, VA
			MC BASE (MCB) QUANTICO, VA
VI-2	1994-2543, Rev 27 dated 05/31/2001	1994-2543 /Rev 30 dated 06/24/2002	MC SECURITY FORCE (MCSF) , BATTALION (BN), NORFOLK, VA
VI-3	1994-2473, Rev 22 dated 05/31/2001	1994-2473, Rev 26 dated 05/29/2002	MC RECRUIT DEPOT (MCRD) PARRIS ISLAND BEAUFORT, SC
			MC AIR STATION (MCAS), BEAUFORT BEAUFORT, SC

	DELETED	ADDED	
ATTACHMENT (AT) NO.	SCA- WAGE DETER. NO.	SCA- WAGE DETER. NO.	LOCATION
VI-4	1994-2393, Rev 21 dated 07/12/2001	1994-2393, Rev 23 dated 05/29/2002	MC BASE (MCB) CAMP LEJEUNE, NC
			MCAS, CHERRY POINT HAVELOCK, NC
			MARINE CORPS AUXILIARY LANDING FIELD (MCALF) BOGUE, NC
			MCAS NEW RIVER NEW RIVER, NC

ATTACHMENT VII is revised to update the Collective Bargaining Agreements (CBA). The wage rates and other financial criteria agreed to between Sodexo 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 AMERICAN SERVICE CONTRACTORS, L.P. AND UNITED INDUSTRIAL SERVICE, GOVERNMENT WORKERS OF THE SEAFARERS INTERNATIONAL UNION (UISGWSIU) OF NORTH AMERICA, (AFL-CIO) AT MCCDC, QUANTICO, VA. CBA ADDENDUM DATED AUGUST 22, 2001; EFFECTIVE OCTOBER 1, 2001	CBA BETWEEN AMERICAN SERVICE CONTRACTORS, L.P. AND UNITED INDUSTRIAL SERVICE, GOVERNMENT WORKERS OF THE SEAFARERS INTERNATIONAL UNION (UISGWSIU) OF NORTH AMERICA (AFL-CIO) AT MCCDC, QUANTICO, VA. CBA ADDENDUM EFFECTIVE OCTOBER 1, 2002 THROUGH DECEMBER 1, 2002.	MCBASE (MCB) QUANTICO, VA
VII-2	CBA BETWEEN MOORES CAFETERIA SERVICES, INC. AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO AT CAMP LEJEUNE, NC. CBA ADDENDUM DATED JULY 30, 2001; EFFECTIVE OCTOBER 1, 2001	CBA BETWEEN SODEXHO, INC., AND INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES UNION (ITPEU), NATIONAL MARITIME UNION (NMU) MEBA AFL-CIO AT CAMP LEJEUNE, NC EFFECTIVE OCTOBER 1, 2002.	MC BASE (MCB), CAMP LEJEUNE, NC
VII-3		CBA BETWEEN SODEXHO, INC., AND INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS EFFECTIVE OCTOBER 1, 2002	MCRD, PARRIS ISLAND, SC