

AMENDMENT OF SOLICITATION... MODIFICATION OF CONTRACT		1.	TRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE APR 14 2000	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE PHILADELPHIA, PA 19111-5092 ATTN:ANDREA MAXWELL (215-737-2980)	CODE SP0102	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PYA/MONARCH, INC 2850 HIGHWAY 80 WEST MONTGOMERY, AL 36108		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-00-D-2965	
			10B. DATED (SEE ITEM 13) JAN 29, 1999	
CODE IJGE5	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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

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

(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) **CLAUSE 52.217-9P12 "OPTION FOR INDEFINITE DELIVERY, IQC TERM EXTENSION"**

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

CONTRACT SP0300-00-D-2965 IS HEREBY MODIFIED AS FOLLOWS:

SEE PAGES 2 -4 FOR TERMS AND CONDITIONS

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		JANINE SAMONI	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Janine Samoni</i>	16C. DATE SIGNED APR 14 2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. The first option year under contract SP0300-00-D-2965 is hereby exercised. The option will be effective April 19, 2000 through April 18, 2001. Customers affected by this option are in the states of Alabama and Florida Panhandle.
2. The guaranteed minimum will be ten (10%) percent of the option value, or \$965,000.00.
3. The distribution fees for the first option period have increased by 0.1% over the base term of the contract. Revised distribution fees are listed on pages 3 and 4 of this modification.
4. Clause 52.217-9P16 "Effective Period of Contract – Indefinite Delivery, Indefinite Quantity Contract" is modified to read:

"The effective period of this contract is from April 19, 2000 through April 18, 2001."
5. All other terms and conditions remain the same.

1) *zone*

Category		Base Yr	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
1	Cheese: Natural & Processed	per lb. cw				
		per case				
2	Fresh Eggs, Frozen Dairy & Eggs	per case				
3	Fresh Dairy: Dips, Ice Cream, Milk, Sour Cream, Yogurt, Butter & Margarine	per case				
4	Fresh Processed Salads, Fresh Chilled Fruits & Juices	per case				
5	Oils & Shortening	per case				
6	Frozen Fruits, Frozen Potatoes, & Frozen Vegetables	per case				
7	Canned Fruits, Canned Tomato & Vegetable Products					
	Dietetic: Fruits & Vegetables, Dietetic: Other	per case				
8	Coffee, Hot Chocolate, Tea	per case				
9	Beverage Requiring Dispensers (Coffee, Tea, Juice)	per case				
10	Non-Carb Beverages: Bar Mixes, Drinks, Drink Bases & Mixes	per case				
	Carbonated Beverages, Juices 100%					
11	Frozen Juices	per case				
12	Desserts: Custard Gelatin, Pie Filling, Pudding, Whip Topping	per case				
13	Frozen & Chilled Breads & Doughs, Frozen Desserts, Whipped Toppings, Frozen Entrees, Hors d'oeuvres, Pizza	per case				
14	Condiments: Gravy, Salt, Sauces, Spices, Wine (Cooking), Honey, Jams, Jelly, Peanut Butter, Syrups, Toppings Horseradish, Mayonnaise, Mustard, Salad Dressing, Vinegar Portion Control	per case				
15	Cereal, Dried Beans & Fruits, Grits, Pasta, Popcorn, Rice Bakery Items: Bread Flour, Date Rolls, Doughnut Flour, Powdered Eggs, etc. Chips, Cookies, Crackers, Croutons, Ice Cr, Cones, Mints, Nuts	per case				
16	Soup & Soup Bases Canned Entrees, Meats, Seafood	per case				
17	Bologna, Deli Meats, Luncheon Meats, Salami Frozen Raw or Breaded Meats Precooked Breaded Meats, Pizza Toppings Corn Dogs, Sausage (Pork & Smoked), Wieners	per lb. cw per case				
18	Boxed Beef, Fresh & Frozen Primal Cuts, Processed Raw Hamburger Processed Ham: Bacon, Picnics Fresh & Frozen Pork, Primal Cuts	per lb. cw per case				
19	Portion Control - Beef Steaks, Portion Control - Pork, Specialty Meats,	per lb. cw per case				

Category		Base Yr	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
20	Fresh Poultry, Chicken Unbreaded, Frozen Chicken Breaded or Precooked, Frozen Turkey & Turkey Products, Poultry, Other Frozen	per lb. cw per case				
21	Frozen Green or Peeled Shrimp, Frozen Shellfish Frozen Other: Crab, Frog Legs, Oysters	per case				
22	Frozen Fish: Cello, Layer Pack, Raw	per case				
23	Frozen Breaded or Processed Fish, Frozen Breaded or Processed Shrimp Frozen Breaded or Processed Seafood Other: Crabcakes, Oysters	per case				
24	Bags, Cartoons, Coffee Filters, Trays, Napkins, Tabletop Disposable Tissues / Towels, Wrap	per case				
25	Cleaning Aids: Brushes, Grill Bricks, Mops	per case				
26	Machine Detergent: Rinse Aids, Softener	per case				
27	Manual Detergent: Degreaser, Disinfectants, Hand & Specialty	per case				
28	China, Flatware, Glassware, Inserts, Pots & Pans, Utensils Smallwares: Kitchen Candles, Light Bulbs, Sterno Smallwares: Dining Room, Tabletop	per case				
29	Game, Lamb, Veal	per case				
30	MUSIC Items	per case				