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|--|--|---|---|---|------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>  |  |   |   | 1. CONTRACT ID CODE                                       | PAGE OF PAGES<br>1   1 |
| 2. AMENDMENT/MODIFICATION NO.<br>0002  |  | 3. EFFECTIVE DATE<br>16 MAY 2007                  | 4. REQUISITION/PURCHASE REQ. NO.<br>N/A | 5. PROJECT NO. (If applicable)                            |                        |
| 6. ISSUED BY<br>CODE   |  | 7. ADMINISTERED BY (If other than Item 6)<br>CODE |   |   |                        |
| DEFENSE SUPPLY CENTER PHILADELPHIA<br>700 ROBBINS AVENUE<br>PHILADELPHIA, PA 19111-5092<br>MATTHEW CONVILLE (215) 737-2995/DSCP-FTAB |  |   |   |   |                        |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  |  |   |   | (X) 9A. AMENDMENT OF SOLICITATION NO.<br>SPM300-06-R-0063 |                        |
|  |  |   |   | 9B. DATED (SEE ITEM 11)<br>04 JANUARY 2007                |                        |
|  |  |   |   | 10A. MODIFICATION OF CONTRACT/ORDER NO.                   |                        |
|  |  |   |   | 10B. DATED (SEE ITEM 13)                                  |                        |
| CODE   |  | 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:  |
|     | D. OTHER (Specify type of modification and authority)   |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
REQUIREMENTS FOR: TEXAS/OKLAHOMA AREA

SOLICITATION SPM300-06-R-0063 IS HEREBY AMENDED TO AS FOLLOWS:

- Attachment 1 is hereby incorporated into subject solicitation.
- Paragraph VI on Page 39 and Paragraph XIX on Page 57 of subject solicitation are hereby deleted and replaced by Attachment 2 of this Amendment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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 SIGNER (Type or print)<br>DEBBIE HOLMAN                  |                  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY _____<br>(Signature of Contracting Officer) | 16C. DATE SIGNED |

*DLH*

ATTACHMENT 1



**COMMITTEE FOR PURCHASE FROM  
PEOPLE WHO ARE BLIND OR SEVERELY DISABLED**

May 9, 2007

703-603-7740  
FAX 703-603-0655

Jefferson Plaza 2, Suite 10800  
1421 Jefferson Davis Highway  
Arlington, Virginia 22202-3259

**NOTICE OF CHANGE TO PROCUREMENT LIST – PURCHASE EXCEPTION**

**TO: Defense Supply Center Philadelphia  
NISH**

The Committee for Purchase From People Who Are Blind or Severely Disabled has authorized a purchase exception in accordance with 41CFR51-5.4(c) for the following product currently on the Procurement List:

| <u>NSN</u>       | <u>Description</u>             | <u>Unit</u> | <u>Quantity</u>                                    |
|------------------|--------------------------------|-------------|--|
| 8910-01-E60-8830 | Cottage, Cheese,<br>Dehydrated | case        | 1,000 cases or<br>equivalent to 6 months<br>demand |

**Total Estimated Value: \$110,340.00**

**Reason:** ARC Diversified Cookeville, TN is no longer able to supply the above product.

This purchase exception will expire November 9, 2007.

A handwritten signature in cursive script that reads "Kimberly Zeich".

Kimberly Zeich  
Director, Program Operations

Ref: JPID # 1996544

An Independent Agency of the United States Government Established by the Javits-Wagner-O' Day Act. **JWOD**

Federal Recycling Program



Printed on Recycled Paper

## ATTACHMENT 2

## VI. ADDITION OF CUSTOMERS

- A. Adding customers within the contract geographic distribution region/zone.
- a. Additional DoD and non-DoD federal government customers that request DSCP foodservice support will be added on to the resultant prime vendor contract under this solicitation, without any new acquisition or competition process, if the customer(s) is clearly within the geographic distribution region/zone covered by this contract.
  - b. In this case, the contractor shall include this customer(s) at the effective contract prices applicable to that contract zone or region.
  - c. This addition of new customers will not increase the IQC maximum contract value, i.e. 150% of the solicited and contracted dollar value.
  - d. The decision as to whether the new customer is clearly within the contract region or zone and will be added to the contract without further competition and at existent contract prices, shall be the sole decision of the DSCP Contracting Officer.
- B. Adding customers outside the contract geographic distribution region/zone.
- a. This provision applies to the following customers:
    - i. A new DoD or non-Dod federal customer that is not clearly within the contract geographic distribution region/zone and for which the contractor will not accept the customer(s) at the effective contract price,
    - ii. A customer(s) located in an area that may be considered adjacent or proximal to the geographic distribution region/zone covered by more than one prime vendor contractor.
    - iii. The above instances may occur when new customers request DSCP prime vendor support and/or in the event that the contract performance of the prime vendor contractor providing foodservice support to the existing customer installation(s) is determined unsatisfactory, or that other prime vendor is no longer able to support that proximal customer installation(s). In these latter events, the DSCP will utilize this provision to expeditiously source an alternate prime vendor contractor for the customer installation(s).
  - b. The customer installations described in para. (a) above, and their foodservice requirements, will be added to a prime vendor contract as follows:
    - i. Complete price proposals to support the subject new customer(s), to include distribution and delivered prices, will be requested from only existing prime vendor contractors that are proximal to the new customer, i.e. close in distance.

ATTACHMENT 2

- ii. The new customer(s) will be added to the prime vendor contractor(s) that represents the best value for the new installation(s), based on an evaluation of the past performance (i.e. performance under their existing contract only) and prices, offered by these contractors.
  - iii. Evaluation of past performance will consider contractor fill-rates, product quality record, and their socioeconomic and JWOD program record, in that order of relative importance. Evaluation of price will consider aggregate pricing (unit prices) and distribution prices, in that order of relative importance. Past performance shall be more important than price.
- c. Under this provision, the contract IQC maximum dollar value shall be increased by the maximum dollar values of all new added customers.
- d. The decision as to which prime vendor contractors are proximal to the new customer and will be requested to provide a proposal to support such customer, shall be the sole decision of the DSCP Contracting Officer.