

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 5 Dec 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE	SPM300	7. ADMINISTERED BY (if other than Item 6) CODE			
Defense Supply Center Philadelphia Directorate of Subsistence 700 Robbins Avenue, BLDG 6-B Philadelphia, PA 19111-5096					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. ✓ SPM3S1-09-R-7002	9B. DATED (SEE ITEM 11) 10/26/2009
				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 1 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 _____ copies to the issuing office.

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

- Subject Solicitation is hereby extended until December 17, 2009 @ 3:00p.m. Philadelphia time.
- Delete pages 27 and 28 of subject Solicitation and replace with pages 04 and 05 of this Amendment.

SEE PAGES 2, 3, 4 and 5 OF THIS AMENDMENT.

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) TRACEY L. BROWN 		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

3. Page 04, Paragraph 1(C), delete:

C. Minimum/Maximum Quantities:

The quantities shown in the Schedule represent the quantities estimated to be ordered over the Base Year and each Option Period. Offers will be evaluated based on the estimated quantities.

The minimum quantity for the Base Year and each Option Period is 20% of the estimated quantity for each effective period. The government is obligated to purchase only the minimum quantity.

The maximum quantity for the Base Year and each Option Period is 200% of the estimated quantity for each effective period.

Replace with the following:

C. Minimum/Maximum Quantities:

The quantities shown in the Schedule represent the quantities estimated to be ordered over the Base Year and each Option Period. Offers will be evaluated based on the estimated quantities.

The minimum quantity for the Base Year and each Option Period is 75% of the estimated quantity for each effective period. The government is obligated to purchase only the minimum quantity.

The maximum quantity for the Base Year and each Option Period is 200% of the estimated quantity for each effective period.

4. Page 11, Addendum to 52.212-4, Paragraph 3(c), delete:

3. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

Paragraph 3 (c) is reinstated and Sub-Paragraph 3(c)(1) is revised as follows:

3. Paragraph (c), Changes, the following language is added:

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. (Remains as shown in Clause 52.212-4 (c)).

(1) Except that the Government may make unilateral changes under FAR Clause 52.243-1 Changes, Fixed Price.

5. Page 17-18, 52.216-19 ORDER LIMITATIONS (OCT 1995), delete:

Paragraph (b)

- (1) Any order for a single item in excess of **150%**;
- (2) Any order for a combination of items in excess of **150%**; or

Replace with the following:**Paragraph (b)**

- (1) Any order for a single item in excess of **150%** of the estimated quantity of that single line item;
- (2) Any order for a combination of items in excess of **150%** of the estimated quantity of the combination of those line items; or

6. Page 20-21, FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998), delete:

DFARS 252.211-7006 Radio Frequency Identification (Feb 2007)

7. Page 27-28 , delete the following clause in its entirety:

52.237-9001 Contractor Personnel Changes and Key Personnel Requirements (APR 2008) DLAD

8. Page 70, Technical Proposal Submission Requirements-Volume I, 1.0 Surge and Sustainment Capability, delete:

Refer to 52.217-9006 on page 34 and 52.217-9007 on page 36.

Replace with the following:

Refer to 52.217-9006 on page 26 and 27 and 52.217-9007 on page 27.

9. Page 78, Business Proposal Evaluation Criteria, delete:**BUSINESS PROPOPOSAL EVALUATION CRITERIA**

The Government will evaluate each offeror's unit prices. Pricing will be evaluated for the base and option year. The estimated quantities for both the base and option year will be multiplied by the offered unit prices for both the base and option year to estimate the lowest overall aggregate cost to the Government. Offerors are reminded that the quantities stated in the Schedule of Supplies represent only the estimated quantities

Replace with the following:**BUSINESS PROPOSAL EVALUATION CRITERIA**

The Government will evaluate each offeror's unit prices. Pricing will be evaluated for the base year plus (two)2-year option periods. The estimated quantities for the base year and both option periods will be multiplied by the offered unit prices for the base year and both option periods to estimate the lowest overall aggregate cost to the Government. Offerors are reminded that the quantities stated in the Schedule of Supplies represent only the estimated quantities.

e. **Agreement to Participate in S&S Validation/Testing.** By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to **verify** the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist **after contract award and throughout the contract period**. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

f. **Supplier Notification of S&S Capability Changes.** The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of Supplies in accordance with **the approved CAP and S&S terms and conditions** throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

g. **Government Changes, Additions and Deletions to S&S Requirements.** The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

h. **Early or Unexpected S&S Requirements.** The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, **if agreed to by the contractor and not exceeding any applicable contract maximum dollar value or quantity**. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (Jun 2009) – ALTERNATE DLAD

Offerors shall provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a validation/test Plan.

Capability Assessment Plan (CAP)

Offerors shall submit a CAP that describes the method and capability to meet the surge requirements identified in the solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all other information in the addendum to FAR 52.212-1, Instructions to Offerors – Commercial Item, and the Submission Requirements for Factor 1, Surge and Sustainment Capability.

Offeror must complete and print the CAP summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

52.217-9008 Surge and Sustainment (S&S) Evaluation (Jun 2009) – ALTERNATE DLAD

Surge and Sustainment capability is a requirement *in* this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP) and ***the quality and extent of the offeror's S&S past performance***. The offeror's proposal may be deemed ***unacceptable*** for failure to submit the required S&S information in accordance with the solicitation. The Government reserves the right to require additional information if necessary. S&S will be evaluated as follows:

a. Capability Assessment Plan Evaluation.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit, and S&S past performance. The CAP must demonstrate the ***offeror's*** ability to provide the full S&S quantity and delivery requirements as specified in the solicitation; the technical merits of the proposed solutions to any identified shortfalls in S&S quantity and delivery requirements; and the ability to achieve these without Government investment.

b. S&S Performance History Evaluation.

The quality and extent of the offeror's previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both. ***This aspect of the offeror's past performance will not be considered in the evaluation of the past performance evaluation factor in this solicitation. END OF PROVISION***

NOTE: The Offeror is required to submit maximum capability for item requirements by using production data on line at the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS). By submission of offer, Offeror agrees to accelerate deliveries up to the quantities entered in the table entitled "Committed Time-Phased Surge". A printed copy of the company profile and surge production data also must be returned with this solicitation.

The SPIDERS website is <https://spiders.dla.mil/spiders/home.asp>.

52.246-9001 MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (Jun 1998) - DLAD

This clause supplements (Process Control) ***guidance*** of the ***ISO (ANSI/ASQ) 9000 Series standard, or equivalent standards with process controls***, and is applicable when the contract requires a ***higher-level quality system*** in accordance with ***FAR 46.202-4***.

MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS

The Contractor shall:

(a) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, and adequate production equipment and working environments.

(b) As a minimum, perform inspections (examinations and/or tests) during manufacturing on those product characteristics which cannot be inspected at a later stage, and ensure that process controls are implemented and effective.

(1) Manufacturing processes shall be evaluated to determine which process characteristics have an effect on the quality of the produced item. These manufacturing processes shall be identified and requirements for their control shall be specified in written process control procedures.