

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
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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. 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	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.)

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

SPM300-07-R-0004 Subsistence Prime Vendor
Northern Europe, Southern Europe and Central Asia

Amendment 0013

- 1 The Statement of Work, Supplies/Services and Prices Section, #20 Mandatory Items, the POCs are changed as follows:

Advocacy and Resources Corporation d/b/a AMP
435 Gould Drive
Cookeville, TN 38506

Primary P.O.C. Ami Sewell (931) 432-5981; aswell@ampcorp.biz

Secondary P.O.C. Hollie Dodson (931) 432-5981; Hollie@ampcorp.biz

Secondary P.O.C. Melissa Wilson (931) 432-5981; Melissa@ampcorp.biz2

2. The Statement of Work, Special Contract Requirements, #6 Health Certificate & Export Certification Requirements, the following is deleted: "Note: Special requirements for export of animal products (meat, poultry, dairy, and water foods)" and replaced by: " Note: Special attention should be given to EU Directive 97/78/EC as it deals with many issues, one specifically, is acceptance and transit of product of animal origin. This directive requires the awardee(s) to Bond and certify in accordance with EU regulations, all warehouse(s) located in the EU. This regulation also requires the awardee(s) to prepare/process Common Veterinary Entry Documents (CVEDs) and interaction with various in-country Veterinary Inspectors. All offerors should include the costs of complying with this EU Directive and all other applicable regulations and directives in their fixed priced distribution fee".

3. The Contract Clauses Section, Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009) DFARS. In accordance with FAR 4.1403 (a), Clause 52.204-10 is added in full text:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- (b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

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(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

- (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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- (d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.
- (e) Phase-in of reporting of subcontracts of \$25,000 or more.
- (1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.
- (2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.
- (3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.
4. The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (JUN 2008), Submission Requirements, Factor II, Distribution System/Quality Assurance, Sub-Factor A, Distribution and Resources, paragraph 1, the following is added: Note: This assumes a pallet size of 48x40 inches.
5. The Solicitations Provisions, Addendum to 52.212-2 Evaluation – Commercial Items (JAN 1999), Evaluation Factors for Award – Technical Proposal Evaluation, Distribution System/Quality Assurance, Sub-Factor A, Distribution and Resources, paragraph 1, the following is added: Note: This assumes a pallet size of 48x40 inches.
6. The Contract Clauses Section, Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2008), clause 52.216-18 Ordering (OCT 1995), paragraph a is deleted and replaced with: “Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the term of the base contract which is the date of award through 30 months to include 180 day implementation period and the term of both options which is the date of award through 18 months”.
7. The Statement of Work, Supplies/Services and Prices Section, #1 General Information paragraph D is deleted and replaced with the following: Resulting contracts from this solicitation will have 30-month base period to include up to 180 day contract implementation period and up to two (2) 18-month option periods. It is anticipated that the first order under the contract resulting from this solicitation will be placed 2-3 weeks after the award date if award is made to the incumbent vendor(s) or as determined by the Contracting Officer following the ramp-up/contract administration period if award is made to a new vendor(s).
8. The Statement of Work, Supplies/Services and Prices Section, #2 Award Details paragraph A is deleted and replaced with the following: The contract awarded against this solicitation, SPM300-07-R-0004, will result in an IQC. The contract will become effective on the date of award and the ordering and delivery period beginning at a time specified by the Contracting Officer. The ordering and delivery period under this contract includes a 30-month base period with two (2) 18-month option periods for a total of 66 months (5.5 years). The initial 30-month ordering and delivery period will begin on the effective date of award. It will include up to 180 day contract implementation period which will be part of the base period contract term, to include but not limited to, inventory ramp-up, catalog administration, schedule of items re-evaluation, etc. Option periods are contingent upon satisfactory performance by the successful PV.
9. The Statement of Work, Supplies/Services and Prices Section, #7 Estimated Value/Guaranteed Minimum/Contract Maximum, paragraph C. Guaranteed Minimum/Contract Maximum is changed to read; “if the contract dollar value during the two and one half-year base period is estimated at \$109,476,646.02”.

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10. The Statement of Work, Supplies/Services and Prices Section, #8 Options paragraph A, is deleted and replaced with the following: There is a 30-month base period that will include up to a 180-day (6 month) contract implementation period. During the implementation period, if award is made to the non-incumbent, ordering will be phased in until all ordering is going to the new contractor. Acceptance of these options by the successful PV is mandatory. The distribution prices that are offered for each two-year option period shall be offered as a percentage, whether it is an increase or decrease, from the base year. The distribution prices offered will be calculated with the product price proposed for each evaluated item.
11. The Statement of Work, Deliveries and Performance Section, #1 Terms of Indefinite Quantity Contract paragraph A is deleted and replaced with; The duration of the contract(s) is for a 30-month base term and two (2) available 18 month option periods for ordering and delivery. The ordering will be phased in during the implementation period. The PV shall not be required to make any deliveries under this contract after the date exactly 66 months (5.5 years) after date of award.
12. The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (Jun 2008), Submission Requirements, VOLUME II, BUSINESS (COST/PRICE) PROPOSAL; D. Option Prices, paragraph D is changed to read:

Base Year (66 months) Total Dollar Value: _____

Offeror must include a total \$ figure for the 30-month base period and both 18-month option periods.

Note: Quantities must be adjusted to reflect term length. Make sure your estimated quantities reflect the 30-month the base period and two (2) 18 months periods for the options. Failure to indicate acceptance of the option by annotating the offeror's option year percentage change shall be deemed as non-acceptance of the option, and may result in the rejection of the offeror's entire proposal.

13. The Contract Clauses Section, Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009) DFARS is updated to 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (SEP 2010). The check mark at paragraph (b)(6) and (b)(10) should be removed and placed at paragraph (b)(8) and (b)(11)(i).
14. Reference Amendment 0012 dated 6/25/10, delete item #24 and replaced with the following:
For clarification purposes, the Solicitation Provisions Section, Clause 52.212-2, paragraph (a) Technical Proposal (Non-Price Factors) is changed to read:
 - I. Experience / Past Performance
 - A. Experience/Past Performance
 - B. Socio Economic/AbilityOne Past Performance
 - II. Distribution System / Quality Assurance
 - A. Distribution and Resources
 - B. Quality Control and Assurance Procedures
 - C. Inspection and Sanitation Procedures
 - D. Supplier Selection Procedures
 - III. Customer Support
 - A. Customer Service Approach
 - B. Ordering System
 - C. Product Availability / Technical Descriptions
 - IV. Surge and Sustainment
 - V. Force Protection
 - VI. Socio-Economic Considerations
 - VII. Ability One (former JWOD) Support
 - VIII. DLA Mentoring Business Agreements (MBA) Program

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15. The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (JUN 2008), 1. Paragraph b; Submission of Offers, paragraph b (iii) Volume I, Technical Proposal, paragraph (b) is deleted.
16. The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (JUN 2008), 1. Paragraph b; Submission of Offers, paragraph b (iv) Volume II, Business (Cost/Price) Proposal, paragraph (b), delete the word realistic.
17. Addendum to FAR 52.212-2, Evaluation Commercial Items (JAN 1999), Evaluation Factors for Award – Business (Cost/Price) Proposal Evaluation, Total Evaluated Price paragraph, subparagraph 3, is deleted.
18. The Contract Clauses Section, 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (DEC 2009) is updated to 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2010).
19. The Contract Clauses Section, Clause 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEC 2009), Clause 52,216-19 Order Limitations (OCT 1995), paragraph (b) is changed as follows:
 - (b) *Maximum order*. The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of CONTRACT MAXIMUM;
 - (2) Any order for a combination of items in excess of CONTRACT MAXIMUM or
 - (3) A series of orders from the same ordering office within ANY NUMER OF days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
20. The Contract Clauses Section, Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (SEP 2010) DFARS paragraph (c) clause 52.245-1 Government Property is changed from (JUN 2007) to (AUG 2010).
21. The following clause is changed in the Solicitation Provisions Section, Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items (JUN 2008), Additional Solicitation Provisions:

52.245-2	Government Property Installation Operation Services (JUN 2007)(AUG 2010)
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22. The Contract Clauses Section, Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2008), clause 52.252-2 Clauses Incorporated by Reference (FEB 1998), Clause 252.209-7004 DFARS is changed to (DEC 2006) and Clause 252.229-7006 DFARS is changed to (JUN 1997).
23. The Statement of Work, Supplies/Services and Prices Section, #15 Transportation, paragraph 4, the following is added: A full vanload is defined as a van that reaches 80% capacity, either by cube or by weight. Containers that contain < 80% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 80% full must be submitted at the time of request.
24. The Statement of Work, Supplies/Services and Prices Section, #2 Award Details paragraph C is changed to read; It is anticipated... .. awarded on July 5th, 2011 with the first order being placed the next day for the incumbent or on November 4th, 20111 if award is made to a vendor other than the incumbent.
25. The Contract Clauses Section, Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009) DFARS. In accordance with FAR 25.703, Clause FAR 25.225-25 is added in full text:

Amendment 0013

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (SEP 2010)

(a) *Definition.*

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

26. The Solicitations Provisions, Submission Requirements, Clause 52.212-2 Evaluation – Commercial Items (Jan 1999), paragraph a; the following is deleted: Under factor I, sub-factors A and B are of equal importance to each other and sub-factors C and D are of equal importance to each other, but sub-factors A and B are more important than factors C and D. Each technical sub-factor of factors IV and V are of equal importance; proposals that include certain sub-factor elements II (D)(2) and III (C)(3), identified below, may be considered enhancements that may result in extra evaluation credit and **replaced with**: Under factor I, sub-factor A is more important than subfactor B. Each technical sub-factor of factors IV and V are of equal importance. Proposals that include sub-factor II (D)(2) and III (C)(3), identified below, may be considered enhancements that may result in extra evaluation credit if needed.

27. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 3 Selection Process, Evaluation Factors for Award - Technical Proposal Evaluation, the following is deleted: Under factor I, sub-factors A and B are of equal importance to each other and sub-factors C and D are of equal importance to each other, but sub-factors A and B are more importance than sib-factors C and D. Each technical sub-factor under Factors IV and V are of equal importance; proposals that include certain sub-factor elements IV(D)(2) and V(C)(3), identified below, may be considered enhancements that may result in extra evaluation credit and **replaced with**: Under factor I, sub-factor A is more important than subfactor B. Each technical sub-factor of factors IV and V are of equal importance. Proposals that include sub-factor II (D)(2) and III (C)(3), identified below, may be considered enhancements that may result in extra evaluation credit if needed.

28. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 3 Selection Process, Evaluation Factors for Award - Technical Proposal Evaluation, Factor I – Experience/Past Performance the following is deleted:

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The sub-factors A and B for Experience/Past Performance are of equal importance to each other and of greater importance than sub-factors C and D, which are of equal importance to each other and **replaced with**: The subfactor A Experience/Past Performance is more important than subfactor B Socio Economic/AbilityOne Past Performance.

29. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 3 Selection Process, Evaluation Factors for Award - Technical Proposal Evaluation, the headings for subfactors A and B are changed to read:

- A. Experience/Past Performance
- B. Socio Economic/AbilityOne Past Performance

30. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 2, (d) Evaluation Factors for Award – Technical Proposal Evaluation, Factor I, subfactor A Experience/Past Performance, paragraph 3, the number (3) is removed. The words Past Performance are added after Experience.

31. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 3 Selection Process, Evaluation Factors for Award - Technical Proposal Evaluation, subfactor B the paragraph beginning with Contract Performance/Customer Satisfaction..... and ending in quality products is moved to become part of paragraph A, which has been re-titled Experience/Past Performance.

32. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 2, (d) is changed to read: D. Source Selection and Evaluation Procedures.

33. Addendum to FAR 52.212-2, Evaluation Commercial Items (Jan 1999), paragraph 2 (d)(1) is deleted and **replaced with** the following, to further clarify the evaluation process for *contingent proposals*:

Offerors may submit proposal(s) for a zone which is contingent upon receiving the award in one or both of the other zones. Offerors do not have to submit a non-contingent offer for any zone in order for their offer to be considered for contingent zones.

If an offeror submits a proposal for more than one Zone and makes award of either, both or all Zones contingent upon award of the other Zone(s), the Government will evaluate each contingent technical proposal to determine if the overall technical proposal (for 1, 2 or 3 Zones) meets the requirements for the Zones proposed. The combined contingent proposal will be given an overall rating based on the evaluation factors included in the solicitation under the addendum to FAR Clause 52.212-2. The evaluated price for all Zones will be calculated in accordance in accordance with FAR Clause 52.212-2 and its addendum. A best value tradeoff evaluation will then be made against the apparent single best value offer for each individual Zone.

34. Addendum to FAR 52.212-2, Evaluation Commercial Items (Jan 1999), Evaluation Factors for Award – Business (Cost/Price) Proposal Evaluation, Factor II heading is changed to read: Weighted Aggregate Product Price.

35. The Solicitations Provisions, Submission Requirements, Addendum to 52.212-2 Evaluation – Commercial Items (Jan 1999), Paragraph 2, (d) Evaluation Factors for Award – Business (Cost/Price) Proposal Evaluation paragraph is deleted and **replaced with**: The following evaluation criteria are in descending order of importance and are weighted accordingly as noted below.

36. The Statement of Work, Supplies/Services and Prices Section, #10 Item Pricing and Catalog Changes, paragraph A (1) and (2) are deleted and replaced with A. Definitions: See Clause 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model (Nov 2009) for Price Definitions. Paragraph 4 will now be paragraph 1.