

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		8

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE30013R1020
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 2013 MAY 01
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>
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.

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i>

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

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

See Attached Continuation Sheet(s).

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

The following Addendums and Clauses are hereby incorporatated into this Solicitation.

CONTINUED ON NEXT PAGE

Part 12 Clauses**Change Update****Continuation of Blocks on the SF 1449****Block 8:****Offer Due Date/ Local Time Is: June 03, 2013 AT 3:00 P.M. EASTERN TIME
ZONE. Block 9:**

All offers/modifications/withdrawals must be plainly marked on the OUTERMOST ENVELOPE with the solicitation number, closing date, and time set for the receipt of offers.

Offerors should return ALL pages of the solicitation with

their offer. Address and Submit "Mailed" offers to:

Defense Logistics Agency (DLA) Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No.:

SPE300-13-R-1020

Solicitation Issue and Closing Dates:

**May 01, 2013–June 03, 2013 AT 3:00
P.M. PHILADELPHIA, PA LOCAL
TIME**

Address and Deliver "Hand Carried" offers, including delivery by commercial carrier, to:

Defense Logistics Agency (DLA) Troop Support
Business Opportunity Office
Building 36, Second Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No.:

SPE300-13-R-1020

Solicitation Issue and Closing Dates:

**May 01, 2013–June 03, 2013 AT 3:00
P.M. PHILADELPHIA, PA LOCAL
TIME**

All hand carried offers are to be delivered to the Business Opportunity Office between 8:00 AM and 5:00 PM Monday through Friday except for legal federal holidays as set forth in 5 USC 6103.

Offerors that respond to this solicitation using a commercial carrier service must ensure that the commercial carrier service "hand carries" the offer/modification/withdrawal to the Business Opportunity Office prior to the scheduled opening/closing time.

Commercial carrier delivered offers/modifications/withdrawals must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers.

CONTINUED ON NEXT PAGE

Examples of "hand carried" offers include: In-person delivery by contractor, Fed EX, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room.

NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror. Any questions may be directed to the Contract Specialist at the telephone number shown or email listed on the cover sheet of this solicitation. **Return one (1) completely filled out solicitation in its entirety.**

Complete Standard Form 1449 , 17a, 30a, b and c

Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications
Sign and Return any/all amendments.

Complete the CAGE Code and DUNS number spaces on this page

Complete all of the following and any additional Offeror Representations
and Certifications: AUTHORIZED NEGOTIATORS

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS FAR 52.215-6 PLACE OF PERFORMANCE

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS

Review and sign Deviation 2012-O0004 and Deviation 2012-O0004
Submit AIB Certificate(s) as noted on pages 60-62

The requirements for Clause 52.222-37 (see Addendum to FAR 52.212-5), Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "Federal Contractor Veterans' Employment Report VETS-100."

All offerors are required to submit a Wholesale Price List with their offer.

PLEASE NOTE THE FOLLOWING

Offeror is **REQUIRED** to complete **ALL** information requested on the following schedule of items pages. Each group will be awarded separately and independently. If you are offering on a group, you **MUST** provide the following information for each and every item:

Size of package your company is offering, if different from the specified package size stipulated in the Schedule of Items: Rolls, English Muffins and Bagels also require your company to provide the count per package

Product Code

Unit Price (TWO decimal places only)

Total price based on price per pound times estimated quantity.

Incorporated clauses and Addendums
52.212-2 -- Evaluation -- Commercial Items.

CONTINUED ON NEXT PAGE

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **"SEE ADDENDUM"**

Technical and past performance, when combined, are _____ [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM to FAR 52.212-2, Evaluation of Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government reserves the right to conduct discussions in the event that any issues arise requiring negotiations as per FAR 52.212-1. If an offeror takes an exception to the terms and conditions of the solicitation, its offer may be excluded from consideration for award.

The following factors shall be used to evaluate offers:

The offer takes no exceptions to the terms and conditions in the solicitation.

Pricing – Pricing is required for all items found in the Schedule of Items. The Government will perform an aggregate price analysis for all items found in the Schedule of Items. To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the unit prices to determine the lowest aggregate price, per group, to the Government. Offered prices, on an individual line item basis, will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the lowest evaluated aggregate price per group. The government reserves the right to remove item(s) from the schedule of Items or do a common item comparison if offerors do not submit pricing for all items. In addition, the Government will evaluate different sized offers based on price per pound. For example, a 15 oz loaf at \$1.50 (\$1.60 per pound) would be lower cost than a 13 oz loaf at \$1.56 (\$1.92 per pound).

(b) *"Options"*: This paragraph is deleted in its entirety as there are no options

FAR 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

CONTINUED ON NEXT PAGE

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE
PLANT OR FACILITY IF OTHER THAN OFFEROR OR
RESPONDENT

FAR 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 250% of the awarded estimated value;

(2) Any order for a combination of items in excess of 250% of the awarded estimated value;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

DLAD 52.212-9000 Changes – Military Readiness. (NOV 2011)

The commercial changes clause at Federal Acquisition Regulation (FAR) 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a contingency operation or a humanitarian or peace keeping operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

DLAD 52.216-9007 Contract and Delivery Order Limitations. (NOV 2011)

[X] (a) Delivery orders will specify delivery no less than 2 days from the date of order. Changes or cancellations to delivery orders may be made by giving the Contractor notice no less than 1 days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is 250% of the estimated quantity.

CONTINUED ON NEXT PAGE

(c) Guaranteed minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

(i) Base period of one year.

_____ (Quantity)

25% (Percentage of the annual estimated quantity or dollar value)

(ii) Base period of two or more years.

_____ (Quantity) multiplied by _____.

_____ (Percentage) multiplied by _____.

(iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract Line-Item (CLIN) First Quarter Second Quarter Third Quarter Fourth Quarter

(iv) The Contractor will not be obligated to honor any order with F.o.b. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	Minimum Quantity Per Destination

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) _____ is (are) the non-setaside portion.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://farsite.hill.af.mil/>

The following additional provisions are incorporated by REFERENCE:

Provision Number	Title	Date
FAR 52.251-1	Government Supply Sources	AUG 2010

Provision Number	Title	Date
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	DEC 2010
FAR 52.204-7	Central Contractor Registration	AUG 2012

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FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR 52.232-17	Interest	OCT 2010
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Countries as Subcontractors	JUNE 2012
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DLAD 52.233-9000	Agency Protests	NOV 2011