

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		3

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. SPE30015R0044
	(X)	9B. DATED <i>(SEE ITEM 11)</i> 2015 OCT 19
	( )	10A. MODIFICATION OF CONTRACT/ORDER NO.
	( )	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>	

Solicitation SPE300-15-R-0044 is amended as follows:

This amendment contains actual revisions (adds/changes/deletions) to the solicitation requirements.

Solicitation SPE300-15-R-0044 is amended as follows:

1. On page 7 of the solicitation, Clause 52.216-19 "Order Limitations", please replace the clause in its entirety with the following:

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, 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 \_\$13,349,655.30;

(2) Any order for a combination of items in excess of \_\$13,349,655.30; or

(3) A series of orders from the same ordering office within \_ one (1) \_\_ days that together call for quantities exceeding the limitation in subparagraph (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 one (1) day 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.

2. Solicitation Attachment 1, the Caution Notice, page 2 under Caution Notice section, delete and replace the first sentence with the following:

"This acquisition is being processed in accordance with FAR Part 12, Acquisition of Commercial Items, and the policies and procedures for solicitation, evaluation, and award as prescribed in FAR Part 15, Contracting by Negotiation."

3. Solicitation Attachment 2, the Statement of Work, on page 20, "All Visiting Ships", please delete and replace with the following:

#### All Visiting Ships

\*Please note that Air National Guard customers typically place orders up to 30 days before their scheduled required delivery date (RDD). Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also, the pricing for these orders is according to the day they are placed, not the day they are delivered, even if the monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

\*\*Coast Guard ships dry docked at the USCG Yard will contact DLA Troop Support prior to departing the dock with specific delivery dates and times. DLA Troop Support will relay these delivery notifications to the vendor so they can be aware of any incoming STORES orders. Please make arrangements to remind your firm's ordering and shipping departments of the shipping date of these orders or missed deliveries will count against your performance record. Also, the pricing for these orders is according to the day they are placed, not the day they are delivered, even if the monthly Economic Price Adjustment occurs between the order receipt date and the RDD.

4. Solicitation Attachment 2, the Statement of Work, on pages 24-25, please delete "Addendum to FAR 52.212-2" and replace with the following:

FAR 52.212-2, Evaluation -- Commercial Items (Oct 2014)

(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. Lowest Price Technically Acceptable (LPTA) source selection procedures will be used as the source selection method in this procurement. The following factors shall be used to evaluate offers:

1. Technical Acceptability - A technically acceptable offer is an offer that takes no exceptions to the terms and conditions (for each Group, if applicable) in the solicitation. By submitting a proposal with no exceptions, an offeror is confirming they possess the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

2. Pricing- Pricing is required for all items found in the Schedule of Items (for each Group, if applicable). The Government will perform an aggregate price analysis on all items found in the Schedule of Items (for each Group, if applicable). To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the offered unit prices, on an individual line item basis, and will be evaluated to determine fair and reasonableness with the ultimate award decision based on the lowest evaluated aggregate price (for each Group if applicable). 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. Additionally, the Government will evaluate prices of different sized items based on the price per pound. For example, a 15 oz. loaf at \$1.50 (\$1.60 per pound) would have a lower price than a 13 oz. loaf at \$1.56 (\$1.92 per pound). Technical and past performances, when combined, are not applicable.

(b) Options. There are no options for this solicitation and the resulting contract.

(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.

5. Solicitation Attachment 3, Clauses, pages 36-37, please revise FAR 52.216-22 (d), by inserting the date as follows:

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 21, 2019.