

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE April 19, 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA Troop Support 700 Robbins Avenue Philadelphia, PA 19111 P. Viglione, FTAA/215-737-7700	CODE SPM300	7. ADMINISTERED BY (If other than Item 6) Same as Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0076
			9B. DATED (SEE ITEM 11) 04/12/2013
			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 One (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.)

SUBSISTENCE PRIME VENDOR SUPPORT FOR MID-ATLANTIC NORTH HOSPITALS

Subject solicitation is hereby amended as detailed on the following pages.

The closing date and time for this solicitation has been extended to May 20, 2013 at 2:00 PM Eastern Time.

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) SEAN GEMMELL, CONTRACTING OFFICER	
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

Solicitation SPM300-13-R-0076, Amendment 0001

Subsistence CONUS Prime Vendor for Mid-Atlantic North HOSPITALS Region

1. On Page 42, I. SUPPLIES/SERVICES AND PRICES, 1. INTRODUCTION, Paragraph E. Estimated Dollar Value/Guaranteed Minimum/Maximum, the following language is deleted:

“The guaranteed minimum shall be 25% of the estimated contract dollar value. The contract maximum, including the option period, if invoked, shall be 150% of the estimated contract dollar value.”

--and replaced by:

“The guaranteed minimum shall be 25% of the estimated contract dollar value. The contract maximum, including the option period, if invoked, shall be 250% of the estimated contract dollar value.”

2. On Page 43, the Mid-Atlantic North HOSPITALS Region Estimated Dollar Value/Guaranteed Minimum/Maximum table is deleted and replaced by the following table:

Mid-Atlantic North HOSPITALS Region

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period	\$850,000.00	\$3,400,000.00	-
Option 1	\$850,000.00	\$3,400,000.00	-
Total	\$1,700,000.00	\$6,800,000.00	\$17,000,000.00

3. The requirement for the timing of the Delivered Price portion of the Contract Unit Prices is changed from two weeks after solicitation issue date to two weeks prior.

Therefore, in the “Caution Notice” on page 6, the week cited in Block 9 is changed from “week of 04/21/2013” to “week of 03/24/2013”.

Under the section labeled “I. PRICE PROPOSAL”, paragraph A. on page 115, the following language is deleted --

“NOTE: The Delivered price portion of the proposed Contract Unit Prices shall be those prices that are in effect the week of April 21, 2013.”

--and replaced by:

“NOTE: The Delivered price portion of the proposed Contract Unit Prices shall be those prices that are in effect the week of March 24, 2013.”

4. On Page 113, **FACTOR IV. SURGE & SUSTAINMENT**, first paragraph, first sentence is deleted--

“The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to meet the contract ceiling identified in this solicitation. The CAP must show how the 100% ceiling stated in this solicitation will be supported.”

--and replaced by:

“The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to

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 Subsistence CONUS Prime Vendor for Mid-Atlantic North HOSPITALS Region

meet the contract ceiling identified in this solicitation. The CAP must show how the 250% ceiling stated in this solicitation will be supported.”

5. On pages 147 thru 148, Clauses **252.209-7998** – REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (DATE 2012) –DFARS and **252.209-7999** – REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012) – DFARS are deleted and replaced with the following clause:

252.209-7995 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law— Fiscal Year 2013 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0010) (April 2013)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.