

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 5

2. AMENDMENT/MODIFICATION NO. 0002
3. EFFECTIVE DATE
4. REQUISITION/PURCHASE REQ. NO. VARIOUS
5. PROJECT NO. (If applicable)
6. ISSUED BY CODE SP0300 7. ADMINISTERED BY (If other than Item 6) CODE

DLA TROOP SUPPORT / SUBSISTENCE DIRECTORATE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5092
ATTN: PAUL BROWN (FTRC)

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)
9A. AMENDMENT OF SOLICITATION NO. (X) SPM3S1-11-R-7073
9B. DATED (SEE ITEM 11) October 06, 2010
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.
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 1 copies to the issuing office.

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

SEE ATTACHED

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 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES A. LECOLLIER
DLA TROOP SUPPORT / CONTRACTING OFFICER
(Signature of person authorized to sign) (Signature of Contracting Officer)

1. Replace FAR clause 52.216-18 (page 66) with the following clause:

DFARS 252.216-7006 Ordering (MAY 2011)

(a) 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 contract schedule. Such orders may be issued from date of award through 365 days.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

2. The following clauses have been updated to reflect the latest revisions as follows:

FAR 52.219-9 Small Business Subcontracting Plan (JAN 2011)

FAR 52.204-8 Annual Representations and Certifications (MAY 2011).

Offerors shall submit new certifications in accordance with the revised clause.

3. The following clauses have been added to this solicitation:

FAR 52.204-10 Reporting Executive Compensation and First Tier Sub Contract Awards (JUL 2010)

FAR 52.209-7 Information Regarding Responsibility Matters (JAN 2011)

FAR 52.209-9 Updates Of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

FAR 52.243-1 Changes – Fixed Price (AUG 1987)

DFARS 252.204-7004 Alternate A, Central Contractor Registration (SEP 2007)

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

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

DFARS 252.204-7008 Export-Controlled Items (APR 2010)

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120,

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

and

(6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (OCT 2010)

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

- (c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:
- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
 - (2) It meets the requirements of 10 U.S.C. 2362e.
- (d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.
- (e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—
- (1) Protege firms which are qualified organizations employing the severely handicapped; and
 - (2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.
- (f) The master plan is approval by the Contractor's cognizant contract administration activity.
- (g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.
- (h) (1) For DoD, the Contractor shall submit reports in eSRS as follows:
- (i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.
 - (ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.
- (2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:
- (i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.
 - (ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.
 - (iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.
 - (iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.
 - (v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

(End of clause)

4. FAR clause 52.246-11 (page 53) is hereby revised to include the Quality Management Requirements Standard ANSI/ASQ Q9001(2008) and Note 1. *Offerors must complete the fill in to this clause by either selecting ANSI/ASQ Q9001 or Note 1- an industry standard equivalent and cite the equivalent in the space provided. See below.*

52.246-11 -- Higher-Level Contract Quality Requirement (Feb 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
	Quality Mgmt. Requirements Standard	ANSI/ISO/ASQ Q9001	2008	Note 1/*

*Note 1/ At the election of the contractor, the contractor may select an industry standard equivalent to ANSI/ISO/ASQ Q9001; cite the Title, Number, Date and Tailoring (if any) and check the appropriate box.
(End of Clause)

5. Packaging and QAP A-A-20328A, Change 02, dated 19 April 2011, is hereby incorporated by reference into this solicitation. Change 02 reflects the size changes cited in Amendment 0001 (OCT 2010) that were not yet formally changed in QAP A-A-20328A.

6. The following provision is incorporated into Section H:

LIABILITY FOR DELAY DAMAGES OCCASIONED TO ASSEMBLY CONTRACT

(a) The items called for herein are to be used as a component of an operational ration that is to be assembled under a separate contract. In order for the government to fulfill its contractual obligations to the assembler and to enable the assembler to comply with the provisions of its contract with the government, it is essential that the component items strictly conform to contract requirements and be delivered in exact accordance with the delivery schedule. Time of delivery of the component items is hereby declared to be of the essence.

(b) If the contractor herein fails to deliver the component items within the time required by the contract or fails to deliver conforming component items, or both, the government will be subject to liability for delay damages to the assembler. In such event, the contractor herein agrees to pay or reimburse the government for monies paid or due the assembler on any claim for delay damages arising from the failure of the contractor to comply with the provisions of this clause. Further, contractor herein agrees that this clause is sufficient notice of the requirements and needs of the government and, therefore, the contractor herein has reason to foresee that its breach of such clause will cause loss to the government as specified herein.

(c) The aggregate of the delay damages accruing under this clause shall not exceed 25% of the face value of the contract at time of award or \$50,000, whichever is the lesser.

(d) The contractor herein shall not be liable for delay damages attributable to delay in delivery or nonconformance of the component items, or both, which arises out of causes beyond the control and without the fault or negligence of the contractor.

7. Pricing – Offerors have the opportunity to review their pricing and may submit a revised business proposal as allowed during the negotiation period. In addition, alternate pricing is permitted which may be in the best interests of the government. See #8 below.

8. New language will be added to this requirement to address the alternate pricing of items as follows:

“Offerors may also offer alternate pricing that is conditioned on award of more than one line item. For example, an offeror may wish to offer a discounted price on one or more line items in the event they are awarded multiple line items. As such, the government reserves the right to award any combination of line items if it is determined to be in its best interest.”