

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES
					1 7
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
0001	13 FEB 03				
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
	SP0300				
DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE., DIRECTORATE OF SUBSISTENCE PHILADELPHIA, PA 19111-5092 Contract Specialist: PETER KROK 215-737-3683					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
				<input checked="" type="checkbox"/>	SP0300-03-R-4002
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
				<input type="checkbox"/>	24 JAN 03
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
				<input type="checkbox"/>	
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 **ONE** 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.**

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.)

FULL LINE FOOD DISTRIBUTION FOR THE GREAT LAKES NAVAL STATION AND HOSPITAL, AND VARIOUS JOB CORPS CENTERS.

SEE ATTACHED PAGES

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

- A. The following changes are hereby incorporated into the stated solicitation and any resulting contract(s):
1. On page 10, I. B., "It is the intent of the Government to make one Prime Vendor award to each separate zone". Each zone is a stand alone group, and are to be offered on that way. They will be evaluated and awarded individually, and are not to be combined in any fashion (i.e. will accept zone 2 if awarded zone 1, or all or none).
  2. On page 17, Mandatory Items – Food, for pancake mix, delete "No. 10 can". This item, as with all of the other items listed under this area, applies to any size, any commercial packaging equivalent available from the listed firms.
  3. On page 24, Central Contracts, add the following: "From time to time during the performance of this contract, DSCP may issue Indefinite Delivery Type Contracts (IDTCs) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of award and at other times when applicable, DSCP will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs."  
Currently, there are 3 contracts in place for several types of French Fry and Hash Brown items.
  4. Delete Defense Appropriations Act, page 26, in its entirety. Substitute with DFARS clauses 252.225-7001 & 252.225-7012 (full text below, incorporated by reference on page 82) and DFARS clause 252.225-7000 (full text and incorporation on page 68 of reference solicitation)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions. As used in this clause-

- (1) "Components" means those articles, materials, and supplies directly incorporated into end products.
- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-
    - (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
    - (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding

## 252.225-7001 (cont'd)

installation and other services to be performed after delivery).

(4) "Nonqualifying country end product" means an end product that is neither a domestic end product nor a qualifying country end product.

(5) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(7) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act-Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

## 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

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

(1) "Component" means any item supplied to the Government as part of an end product or of another component.

(2) "End product" means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

## 252.225-7012 (cont'd)

- (c) This clause does not apply-
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
  - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
    - (i) Is not more than 10 percent of the total price of the end product; and
    - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
  - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;
  - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
  - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if-
    - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include-
      - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
      - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
      - (C) Upholstered seats (whether for household, office, or other use);
      - and
      - (D) Parachutes (Federal Supply Class 1670); or
    - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

5. On page 82, clause 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items, is revised from Jul 2002 to Dec 2002.
6. On page 94, for Effective Period Of Contract – Indefinite Delivery Contract, delete 27 August 2003 through 26 August 2004. Replace with 25 August 2003 through 26 August 2004
7. On page 108, part V., for items 1 & 2 it is recommended that the entire solicitation be included with your submission in lieu of just these particular parts listed.
8. On page 125, for all invoices or quotes submitted, if FOB Origin the freight charges for product being delivered to the offerors facility must be annotated separately and clearly, in red on one copy only, on the invoice/quote. Freight charges should be broken down to the unit of issue for that product, and annotated along with the unit price, to clearly indicate how the landed cost for that particular product was arrived at. If FOB Destination, request that be annotated on the invoices/quotes also.

All invoices/quotes should also be annotated with the corresponding item number from the solicitation.

9. On page 125, #5, the fourth sentence “The invoices should reflect the prices effective within (3) weeks prior to closing.” is hereby deleted. Replace with “The invoices should reflect the prices effective for the week of February 24, 2003”. The remainder of the paragraph remains the same.

10. For evaluation purposes, the following items listed on pages 128 through 140, **Group I only**, are specifically branded items:

#2 Tuna, canned, 66.5 oz – Chicken of the Sea  
 #40 French Toast, fzn, 144/pg – Bakery Chef/Krusteaz  
 #53 Cereal, Corn Pops, 1.5 oz cup – Kellogg's Corn Pops  
 #59 Entrée, Multi-Serv, fzn, lasagna w/meat and sauce – Nestle/Stouffer's  
 #70 Entrée, Multi-Serv, fzn, pork, sweet and sour – Nestle/Stouffer's  
 #73 Catsup, Tomato, 14 oz – Heinz

11. On page 130, for item 15, Bacon, delete the estimate quantity "11,111,111". Replace with "54,000"
12. On page 134, item 37, Veg, Potatoes, Fr Fries, Crinkle-Cut, Fzn, delete item in its entirety. When submitting prices however, keep item numbers as listed in the solicitation (i.e. do not compensate the remaining due to this deletion)

B. The following information is hereby incorporated into the solicitation and any resulting contract:

1. Page 34, Item XIV, Cooking Oil

The Great Lakes Naval Station has a requirement for the bulk delivery of cooking oil (see item 71) and removal of the used cooking oil. This will occur at all sites on the Great Lakes Naval Station only. Contractor will be required to fulfill this requirement (subcontract if necessary) and also provide the tanks (containers) used for the delivery and waste recovery of the oil, and these tanks shall remain the property of the supplier and must be returned to the vendor at the conclusion of the contract. The "waste" oil shall be managed in an environmentally safe and friendly mode

2. Clause **52.212-2 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:

Factor 1 – Past Performance / Corporate Experience  
 Factor 2 – Distribution System / Quality Assurance  
 Factor 3 – Customer Support

Technical and past performance, when combined are:

- Significantly more important than cost or price  
 Approximately equal to cost or price  
 Significantly less important than cost or 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.

(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.

### 3. Force Protection

The DSCP Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination subsistence items. The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

The Offeror shall use their technical submittal to describe what steps their firm has taken and will take to prevent product tampering and contamination. The Offeror will also describe what steps have been or will be taken that relate to overall plant security and food safety.

a) As part of this Force Protection requirement, the following will be incorporated as part of Factor II – Distribution System/Quality Assurance (page 116)

#### Subfactor C. FORCE PROTECTION

##### WRITTEN

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

Offeror must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Offerors should include specific security measures relating to but not limited to the following areas:

- 1) Employee Identification
- 2) Background checks where applicable
- 3) Control of access to the plant facility
  - Control of gates and doors at the facility
- 4) Internal Security
- 5) Training and security awareness

(With this addition, Inspection and Sanitation Procedures will become subfactor D, Location subfactor E, and Supplier Selection Program subfactor F)

b) For the Technical Factors Evaluation Criteria, add the following to page 164:

#### Subfactor C. FORCE PROTECTION

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardee to take all necessary actions to secure product delivered to all military customers as well as any applicable commercial destinations. The Government will evaluate the offerors security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

(With this addition, Inspection and Sanitation Procedures will become subfactor D, Location subfactor E, and Supplier Selection Program subfactor F)

#### 4. Full Food Service Management and Food Preparation Services

The contractor, in addition to providing Subsistence items, **may be** asked/required during the performance period of this contract, to provide full food service management, personnel, supervision of the dining facilities (also known as Mess Halls and Galleys) to include Brigs/ Military Prisons, attendant/custodial services and food preparation services. The Contractor's management functions shall include planning, organizing, directing and coordinating various aspects of a large institutional style food service establishment. The Contractor shall staff each dining facility with a manager, subsistence clerk to process food orders via the Government's food ordering systems, attendant supervisor and food service employees. The Contractor must ensure that all food employees are fully knowledgeable on food service tasks and receive food safety and HACCP training.

The Government may provide food service personnel (active duty military cooks) to perform most of the food preparation functions at some of the dining facilities. The Government food service personnel will not work directly for nor be supervised by the Contractor.

The Contractor will continuously prepare food items at selective intervals during the entire meal period as the food is consumed (i.e continuous preparation of vegetables, cook to order hamburgers, steaks, fried eggs, pancakes, cold sandwiches, etc...) This procedure insures that fresh high quality cooked food will be available to customers on a continuous basis. The objective is to match the flow of patrons through the serving line so that freshly prepared and high quality food is always provided and is available. The Contractor will also be required to follow the Master Menu document. This document provides the daily breakfast, lunch, dinner, breakfast brunch and dinner brunch menu for each calendar day of the month. This includes any menu variations and the daily menu for fast food and take out food. The Master Menu specifies menu choices (except leftovers) including individual breads, salads, desserts, soups, self-serve items, specialty bars (salad, taco deli, pasta, potato, etc...) and condiments to be served during each meal. The Contractor may be required to attend Menu Board meetings with the customers.

At this time, the Government is using this solicitation to gather information. **Whether or not you provide the requested information will have NO bearing on the award of this contract. The Government will neither assess nor evaluate the Offerors abilities to provide full food service management and food preparation services at time of award.** If, during the performance period of this contract, the contractor is asked to provide these services, the Contractor will be required to provide a detailed plan outlining the Contractor's ability to manage and perform food preparation functions to include staffing the dining facilities. The Contractor will also be required to submit a pricing plan to provide a full line food service management and the cost per single meal. The Contractor will be provided the specific requirements from the Services' dining facilities.

If the Offeror has the capability or can or will obtain the capability to provide these services, please check here ( ) and explain how you could execute this initiative for our customers.

If the Offeror does not have the capability to provide these services, please check here ( ).

**Again, providing or not providing this information will neither help nor hinder chances for award. The Government will not be evaluating the responses.**

- C. All other terms and conditions of the solicitation remain the same.
- D. Date and time for submittal of offerors remain the same.