

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DO-C1	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. ARS02-086-000100	5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence, Bldg. 6 700 Robbins Avenue Philadelphia, PA 19111-5092	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. SP0300-02-R-7052
			X	9B. DATED (SEE ITEM 11) 06/14/02
				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 _____ 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.)

Page 118 of this solicitation is replaced by Page 4 of this amendment.

On Page 137 of the solicitation, Clause 52.214-9P06 Alternate I is replaced by Page 2 of this amendment - Clause 52.214-9P06.

Pages 140 and 141 of the solicitation are replaced by Pages 2 and 3 of this amendment.

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) THOMAS L. GORDON	
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

52.214-9P06 ROUNDING OFF OF OFFER AND AWARD PRICES (JAN 1992) DSCP

Unit prices shall be limited to a maximum of four decimal places. For evaluation and award purposes, offers containing a unit price of more than four decimal places shall be rounded off to four decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity(ies) times the unit-price(s). Payment shall be accomplished on a unit-price basis.

252.217-7001**Surge Option. (AUG 1992)**

(a) *General.* The Government has the option to—

- (1) Increase the quantity of supplies or services called for under this contract by no more than * percent; and/or

*To be determined at the time this option is exercised. However, the maximum quantity, which may be acquired, will not exceed the parameters set forth in paragraph (c) (3) of this clause.

- (2) Accelerate the rate of delivery called for under this contract, at a price or cost established before contract award or to be established by negotiation as provided in this clause.

(b) *Schedule.*

- (1) When the Production Surge Plan (DI-MGMT-80969) is included in the contract, the option delivery schedule shall be the production rate provided with the Plan. If the Plan was negotiated before contract award, then the negotiated schedule shall be used. **

** The offeror must submit a company profile and surge production data online through the Defense Supply Center Philadelphia's Subsistence Planning Integrated Data Enterprise Readiness System (SPIDERS) website at <http://dscp362.dscp.dla.mil/spiders/home.htm>. A printed copy of the company profile and the "Committee Time-Phased Surge" production data must also be returned with this solicitation. This information shall be the Production Surge Plan under the contract, and the contractor shall be obligated to accelerate deliveries under the terms of this clause up to the quantities entered in the Production Surge Plan.

- (2) If there is no Production Surge Plan in the contract, the Contractor shall, within 30 days from the date of award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure.

(3) The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) *Exercise of option.*

(1) The Contracting Officer may exercise this option at any time before acceptance by the Government of the final scheduled delivery.

(2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be added or accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions. The notice and modification will establish a not-to-exceed price equal to the highest contract unit price or cost of the added or accelerated items as of the date of the notice.

(3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause, nor will the exercise of this option extend delivery more than 24 months beyond the scheduled final delivery.

(d) *Price negotiation.*

(1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the added or accelerated items.

(2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of clause)

SECTION "L" (CONTINUED)

For all beverage base component items, a total of 112 Samples (each) shall be submitted as PDM's to be distributed as follows:

32 PDM's shall be mailed to:

U.S. Army Soldier Biological & Chemical Command
Natick RD & E Center
Attn: AMSSB-RCF-F
15 Kansas Street
Natick, MA 01760-5018

10 samples (each) of, of the same product lot code, of the PDM shall be mailed along with your technical proposal to the address indicated on Block 6 of the first page of the solicitation.

(Note: Packages containing PDM's shall be identified as such on the outside of the boxes as well as identifying the RFP number.)

The remaining 70 samples shall be sent to the cognizant in-plant Government inspector for items requiring Government origin inspection. In this instance, the offeror shall advise the Government inspector prior to production of the PDM's and shall obtain a signed statement for the inspector confirming possession of the samples and identifying the samples as from the same production lot as those submitted to Natick. The offeror shall submit this statement(s) with its balance of PDM samples submitted to DSCP.