

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE OCT 17 2002	4. REQUISITION/PURCHASE REQ. NO. ARS02-086-000100	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE			
Defense Supply Center Philadelphia Directorate of Subsistence, Bldg. 6 700 Robbins Avenue Philadelphia, PA 19111 Dawn Leason, 215-737-2979				
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 ONE copies to the issuing office.

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

See page 2

ORIGINAL

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 <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

TLG

I. This amendment is issued to the subject solicitation to complete clauses that had inadvertently been left blank when subject solicitation was issued and to obtain clarification on prices submitted.

II. Delete Pages 74 through 76 and replace with the following pages.

III. If electing to utilize the Economic Price Adjust provision for Sugar, please resubmit your basic and option year prices that were provided at original closing, July 15, 2002, in the below format. Repeat this format for each item you submitted an offer.

Line Item 0001 Cocoa Beverage Powder:

Delivery to The Wornick Company:

Contract Period	Firm Fixed Portion	Portion Subject to EPA	Total Unit Price
Base Year	\$1.00	\$1.00	\$2.00
Option Year 1	\$1.10	\$1.00	\$2.10
Option Year 2	\$1.20	\$1.00	\$2.20

Delivery to AmeriQual Packaging:

Contract Period	Firm Fixed Portion	Portion Subject to EPA	Total Unit Price
Base Year	\$1.00	\$1.00	\$2.00
Option Year 1	\$1.10	\$1.00	\$2.10
Option Year 2	\$1.20	\$1.00	\$2.20

Delivery to SOPAKCO, Inc.:

Contract Period	Firm Fixed Portion	Portion Subject to EPA	Total Unit Price
Base Year	\$1.00	\$1.00	\$2.00
Option Year 1	\$1.10	\$1.00	\$2.10
Option Year 2	\$1.20	\$1.00	\$2.20

IV. Acknowledgement of this amendment and reformatted price submissions are required no later than Tuesday, October 22, 2002, 1:00 PM EST, to this office. Facsimile submissions are authorized to 215-737-4115 to the attention of Dawn Leason.

SECTION I – CONTRACT CLAUSES**52.211-9002 PRIORITY RATING (MAR 2000) – DLAD**

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize the assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the Defense Contract Management Agency (DCMA) or the appropriate DSC DPAS officer through the cognizant Administrative Contracting Office or Procuring Contracting Officer. The DPAS officer or the DCMA plant representative will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the DoC who will review and take action to make the needed supplies available to the applicant when deemed appropriate.

(End of Clause)

52.216-18 ORDERING (Oct 1995) – FAR

(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 schedule. Such orders may be issued from date of award through 365 days thereafter.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (Oct 1995) – FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designed in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is not limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(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 60 days.

SECTION I – CONTRACT CLAUSES**52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP****(a) Minimum Order.**

When the government requires supplies or services covered by this contract in an amount of less than no minimum, 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 single item in excess of 30% of the total maximum quantity after issue of the first delivery order;

(2) Any order for a combination of items in excess of 30% of the total maximum quantity after issue of the first delivery order; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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).

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office within 3 days 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.

(e) The delivery order(s) shall specify delivery(ies) no less than 60 days from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving the contractor no less than 48 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

(End of Clause)

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENTION (JULY 1998) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices, which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for 2 additional one-year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENTION (JULY 1998) DSCP (cont'd)

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises the option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period shall apply. The modification exercising the option will also modify DSCP clause 52.217-9P06, Effective Period of Contract – Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

(h) The total duration of any option exercised under this clause shall not exceed (2) one-year periods.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at the time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the based and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the base contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(End of Clause)