

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 17
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 27 Oct 2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY DLA Troop Support Directorate of Subsistence, PTAAP 700 Robbins Avenue Philadelphia, PA 19111	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) Constal Pacific Food Distributors 1015 Performance Drive Stockton, CA 95206		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 01AH6		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-11-D-3434
			10B. DATED (SEE ITEM 13) 12 December 2010

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 data, 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)
FAR 52.212-4(c)(2)

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.)

Contract No. SPM300-11-D-3434 is hereby modified as follows:

Purpose of this modification is to incorporate Japan RF&V and BSL processes into the contract. Please reference distribution price on pages 15-25 of the contract.

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) STEF P. KING K.P. Business Development	16A. NAME AND TITLE OF SIGNER (Type or print) Tracy L. Brown
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
16C. DATE SIGNED 10/27/11	16C. DATE SIGNED 27 Oct 2011

SPM300-11-D-3434, Full Line Distribution for Japan:

Fresh Fruits and Vegetables (FF&V)

The Prime Vendor is now responsible for the purchase of Fresh Fruits and Vegetables in the AOR of Mainland Japan effective 21 August 2011. The PV will purchase as much product as possible from Local Sources and the Items not available locally will be purchased from non-local approved sources outside of Japan.

Effective August 1, 2011 all Fresh Fruits and Vegetables Items will be under one Catalog specific to FF&V Items. The FF&V catalog number will be # SPM300-11-D-3478.

FF&V Cancellations:

Cancellations, quantity reductions and delivery delays, not directly caused by the SPV, which result in FF&V spoils or quality of the product will be handled to the best of the Prime Vendor's ability. In the event that this FF&V product cannot be reused or resold, the PV will bill DLA back for the costs of the spoiled product and all costs associated with the cancellation/reduction/delay and any applicable destruction fees.

FF&V Order Schedule:

These timelines are reflective of current Japan DLA services and will allow for a transparent transition of the FF&V Items from the current DLA program to the Prime Vendor program for the customer. Prime Vendor delivery (PVD) will be on a three business days ordering cycle with a delivery schedule of three days per week; Tuesday, Wednesday and Friday. There may be temporary modifications to the weekly delivery schedule in response to Japanese holidays and other reasonable circumstances. The Prime Vendor will invoice and bill the Government in accordance with the requirements of the current contract.

INVOICE SUBMISSION:

The Prime Vendor, Coastal Pacific Food Distributors, Inc. will submit an invoice for Product Price only for catalog SPM300-11-D-3478. The Distribution Fees associated with product delivered will not be added to the Product Price and will not be visible to the Customer and shall be billed using catalog NSNs:

8970-01-E01-0167 PACIFIC REGION DISTRIBUTION FEE, FOR CONUS PURCHASE FF AND V, ISSUE AS LB
U/I= LB

8970-01-E01-0168 PACIFIC REGION DISTRIBUTION FEE, FOR LOCAL PURCHASE FF AND V, ISSUE AS LB
U/I= LB

CPFD will manually bill Local Distribution Fees and Non-Local Distribution fees on a monthly basis. The invoices shall be submitted no later than the seventh (7th) day of the following month (reference

APR 10/27/11

solicitation SPM300-080R-0070 page 122). These charges will be separated to identify the charges associated with each fee and will be submitted to the Account Manager, Contract Specialist, and Contracting Officer for review and approval prior to payment.

Supporting documentation of delivered product signed by the Contracting Officer's Representative should accompany each of the monthly invoices. The supporting documentation shall include at a minimum, purchase order number, DoDAAC, quantity ordered, quantity delivered, distribution unit price and total dollar per line item. Any discrepancies in the invoice will need to be reconciled before payment can be made. Payment will be based on NET WEIGHT of ctn, gross weight shall not be used.

The Prime Vendor has submitted category distribution fees, which were determined fair and reasonable. Based on negotiations, the FF&V distribution fee for local purchases within Japan is hereby implemented under distribution fee category #32 at \$ /LB

A request shall be submitted to the Contracting Officer in the event a Government paid airlift is required. The SPV shall not, without prior approval, utilize these means.

Transportation

The Prime Vendor will support the customer with their FF&V through the Defense Travel System (DTS). Certain items may require CARTS (Controlled Atmosphere Reliable Transportation System). If there becomes a requirement for an Airlift to fulfill Fresh Fruits and Vegetables, the Prime Vendor will submit justification to the Contracting Officer for approval. The Contracting Officer will provide the approval to the Prime Vendor, the COR(s), and POC at USTRANSCOM. Airlift requirements will be reviewed on a case by case basis. However, the Prime Vendor should make every effort to limit the use of Airlifts.

POC for USTRANSCOM to coordinate Airlift:

Mr. Jason Logsdon, Contracting Officer, email: jason.logsdon@ustranscom.mil; Phone 618-220-7090 or
Ms. Ana Fife, email Ana.Fife@ustranscom.mil.

Emergency requirements: The contractor shall be notified via e-mail of an unscheduled, emergency or high priority shipment by a DLA Troop Support representative. The representative shall provide the contractor with the estimated weight, commodities involved, ship to location and other pertinent information. The contractor shall respond to the COR within 12 hours of notification in order to establish and coordinate delivery times. The contractor is required to deliver emergency shipments to the end destination within 72 hours after receipt of goods. Contracting Officer approval is required.

The Prime Vendor will follow the normal process, as stated in their current contract, for adding, deleting, or changing the price of an item.

Please note there are no case minimums for Fresh Fruits & Vegetables.

OK 10/21/11

The attached list of FF&V Items have been determined fair and reasonable and are hereby incorporated into the contract. First order for FF&V will begin on August 21, 2011 for delivery on August 22, 2011.

The following pricing in accordance with this modification have been determined fair and reasonable. Any further changes in pricing, pack size may occur per government approval due to economic conditions and market specifications.

ESL (Extended Shelf Life) Items

Effective February 15, 2011 the Prime Vendor Coastal Pacific Food Distributors, Inc. agreed to allow DLA personnel to continue purchasing Category 50, 53 and 54 ESL Milk/Dairy Items and reduced the distribution fees by \$3.00 per case for the items that were in the ESL program. In exchange, the Prime Vendor will re-bill DLA for the spoiled write-offs of category 50, 53 and 54 items on a monthly basis at the catalog price in effect including Distribution Fees associated with the product. In addition, the Prime Vendor will bill DLA for additional disposal costs related to the destruction of the spoiled ESL product at the exact cost billed to the Prime Vendor, with no additional mark up by the Prime Vendor.

On August 1, 2011 the Prime Vendor further agreed to remove the distribution fee from all invoice submissions for catalog SPM300-11-D-3478. The distribution fees associated with product delivered will not be added to the product price billed to the customer and will not be visible to the customer and shall be billed using NSN: 8970-01-E01-0166 Pacific Region Distribution Fee, for extended shelf life milk, U/I=CS, instead at the original contract rate less \$3.00 per case. The manual billing will reflect one(1) NSN as cited above, even though the ESL items have three(3) distinct distribution prices associated with each ESL category item, specifically category numbers 50, 53 and 54. This is due to payment being made manually as opposed to using EDI billing and invoicing.

Upon the transfer of the procurement responsibility of Category 50, 53 and 54 ESL Milk/Dairy Items from DLA to the Prime Vendor, the Prime Vendor will be completely responsible for all Category 50, 53 and 54 ESL Milk/Dairy spoiled including all related disposal costs. In exchange, the distribution fees for all catalog 50, 53 and 54 ESL Milk/Dairy will revert back to the original contract price per page 17 of the award and would continue to be billed separately on a monthly basis using catalog NSN: 8970-01-E01-0166 Pacific Region Distribution Fee, for extended shelf life milk, U/I=CS. The customer would continue to be billed for product price only for catalog SPM300-11-D-3478. Billing will remain as cited in paragraph directly above.

Airlifts:

If there becomes a requirement for an Airlift to fulfill ESL Milk/Dairy Items, the Prime Vendor will submit justification to the Contracting Officer for approval. The Contracting Officer will provide the approval to the Prime Vendor, the COR(s), and POC at USTRANSCOM. Airlift requirements will be reviewed on a case by case basis. However, the Prime Vendor should make every effort to limit the use of Airlifts.

POC for USTRANSCOM to coordinate Airlift:

QAC 10/21/11

Mr. Jason Logsdon, Contracting Officer, email: Jason.Logsdon@ustranscom.mil; Phone 618-220-7090 or
 Ms. Ana Fife, email Ana.Fife@ustranscom.mil.

The Prime Vendor, Coastal Pacific Food Distributors, Inc. will submit an Invoice for Product Price only for catalog SPM300-11-D-3478. The Distribution Fees associated with product delivered will not be added to the Product Price and will not be visible to the Customer and shall be billed using catalog NSN:

8970-01-E01-0166 PACIFIC REGION DISTRIBUTION FEE, FOR EXTENDED SHELF LIFE MILK, U/I= CS

The below is an attached listing or currently cataloged ESL Milk/Dairy items

Product UPC	Description	Pack	Size	Shelf Life	NSN
89108 10025	12283 COTTAGE CHEESE ESL	12	1 LB	46	891001E299880
89108 10026	00533-COTTAGE CHEESE ESL 2 LB	6	2 LB	46	891001E299881
89108 10033	52960-SOUR CREAM ESL	1	6/5 LB	60	891001E299885
89108 10036	01012-nHEAVY CREAM ESL	1	12/1QT	60	891001E299882
89108 10040	01400-nHALF & HALF ESL	1	12/1QT	80	891001E299886
89108 10046	01050-nEGG NOG ESL	1	12/32OZ	80	891001E297977
89108 10086	01200 nYOGURT PLAIN NON FAT	1	12/6 OZ	56	891001N010086
89108 10367	12110-ISOUR CREAM ESL	12	1 PT	60	891001E297980
89108 11626	000-nYOGURT VARIETY PACK	1	12/6 OZ	56	891001E391626
89108 12022	12100 SOUR CREAM ESL	12	8OZ	60	891001E299883
89108 16273	00980-nMILK NON FAT ESL	1	12/8 OZ	80	891001E296273
89108 16275	01000-nMILK 2% LOW FAT ESL	1	12/8 OZ	80	891001E296275
89108 16276	00990-nMILK WHOLE ESL	1	12/8 OZ	80	891001E296276
89108 16277	01040-nMILK CHOC 1% ESL	1	12/8 OZ	80	891001E296277
89108 16280	01044-nMILK CHOC 1% ESL	1	12/1 QT	80	891001E296280
89108 16283	00991-nMILK WHOLE ESL	1	12/1 QT	80	891001E296283
89108 16284	00989-nWHOLE MILK ESL	6	.5 GL	80	891001E296284

APK 10/27/11

89108 16484	00996-nMILK WHOLE ESL	1	5 GLBIB	80	891001E296404
89108 16485	00906-nMILK NONFAT ESL	1	5 GLBIB	80	891001E296485
89108 16486	01005-nMILK 1% LITE ESL	1	5 GLBIB	80	891001E296486
89108 16487	01047-nMILK CHOC 1% ESL	1	5 GLBIB	80	891001E099706
89108 16667	01008-nMILK 1% LITE ESL	1	6/64 OZ	80	891001E296667
89108 17982	00144-nPLAIN YOGURT	1	6/32 OZ	56	891001E297902
89108 19918	00099-VANILLA YOGURT	1	6/32 OZ	56	891001E299918
89158 16286	00500-nAPPLE JUICE	40	6.75 OZ	180	891501E296286
89158 16287	00502-nFRUIT PUNCH JUICE	40	6.75 OZ	180	891501E296287
89158 16288	00510-nGRAPE JUICE	1	40/6.75	180	891501E296288
89158 16289	00501-nORANGE JUICE CHILL'D	1	40/6.75	180	891501E296289

PAK 10/21/11