

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 13 MAY 2008	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (if other than Item 6) CODE			
DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 MATTHEW CONVILLE (215) 737-2995/DSCP-FTAB					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-06-R-0063	9B. DATED (SEE ITEM 11) 04 JANUARY 2007
				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.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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/contract subject matter where feasible.)

THE SOLICITATION IS HEREBY AMENDED AS NOTED ON THE ATTACHED PAGES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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 SIGNER (Type or print)	
		DEBBIE HOLMAN	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY	(Signature of Contracting Officer)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Description of Amendment

The subject solicitation is hereby amended as follows:

1. (Section L – Page 87 – Paragraph I.A.1.a). The first sentence is revised to read “Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/Regular dealer contracts for the period from January 1, 2004 through December 31, 2006 (the “selected contracts”), whether they are commercial or Government contracts.”
2. (Section L – Page 87 – Paragraph I.A.1.a.vii). The following language is deleted: “vii. Average delivery order dollar value;” and is replaced with the following language: “vii. Number of line items/SKUs on the ordering catalog;”
3. (Section L – Page 88 – Paragraph I.A.1.c). The words “top five (5) dollar value contracts” are changed to “five (5) selected contracts”. The same change is also made in Section M – Page 110 – Paragraph I.A, Section M – Page 111 – Paragraph I.B – Element 1, and Section M – Page 111 – Paragraph I.B – Element 2.
4. (Section M – Page 110 – Paragraph I.A.). The word “estimated” is changed to “comparable” in the last sentence.
5. (Section M – Page 110 – Paragraph I.A). The following language is deleted: “f) Average delivery order dollar value – approximately \$10,154 (calculated as: \$13.2M / 52 weeks / 25 orders per week).” and is replaced with the following language: “f) Number of line items/SKUs on the ordering catalog = 1,200.”
6. (Section M – Page 110 – Paragraph I.A.a). The following language is deleted: “Annual Dollar Value – approximately \$13.2 Million” and is replaced with the following language: “Annual Dollar Value – approximately \$16.2 Million”
7. (Section M – Page 110-111 – Paragraph I.A). An illustrative example is added as follows:

Example: Company ABC has a Prime Vendor contract to provide Prime Vendor food service to Fort XYZ. Under its contract, Company ABC is required to make deliveries to ten (10) individual delivery points on Fort XYZ. John Doe is Fort XYZ’s ordering official. During the first week of contract performance, John Doe places an order on Monday (for skip-day delivery on Wednesday) for delivery of various food items to all ten (10) delivery points on Fort XYZ. During that same week, on Wednesday, John Doe places an order (for skip-day delivery on Friday) for the delivery of various food items to five (5) delivery points on Fort XYZ. No other orders are placed and no other deliveries are made during the week.

In this example, under the ABC/XYZ scenario, for the week described, there are two (2) delivery orders and fifteen (15) delivery stops.

8. (Statement of Work, Page 34, Paragraph I.D). This paragraph is revised to read as follows:

D. Estimated Dollar Value/Guaranteed Minimum/Maximum

1. The estimated dollar value for this contract is \$32,506,048 for the two year base term. The estimated dollar value for Option 1 is \$24,379,534; \$16,253,024 for Option 2; and \$24,379,534 for Option 3. The total estimated dollar value for this contract, inclusive of options, is \$97,518,140.
2. The guaranteed minimum is 10% of the estimated dollar value. The guaranteed minimum is \$3,250,604 for the base term, \$2,437,953 for Option 1, \$1,625,302 for Option 2 and \$2,437,953 for Option 3
3. Except as otherwise provided in the resultant contract, the maximum ceiling on any resultant contract is 150% of the estimated dollar value. The maximum ceiling is \$48,759,072 for the base term, \$36,569,301 for Option 1, \$24,379,536 for Option 2 and \$36,569,301 for Option 3.
4. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling in the event of emergencies, natural disaster, and/or mobilization is 175% of the estimated dollar value per term.

9. (Statement of Work, Page 34, Paragraph I.E). This paragraph is revised to read as follows:

E. Customer Yearly Estimates

Catalog Number	Customers	Estimated Yearly Dollar Value
D3135	Ft. Sill	\$8,710,299.
D3028	Tinker AFB, Sheppard AFB, Altus AFB, NAS FT Worth, 137 Services Flight	\$6,343,357.
D3042	Reynolds Army Hospital, Tulsa JCC, Guthrie JCC, 138 Services Int'l Guard	\$1,199,368.
ESTIMATED YEARLY DOLLAR VALUE		\$16,253,024.

For ease of reference, an updated version of the solicitation pages affected by this amendment is attached.

As previously advised, the solicitation is re-opened to conduct limited discussions on Experience/Past Performance only and, to be considered, offerors must make a supplemental submission of information in accordance with the instructions in the attached document. No other submissions by offerors which relate to other aspects of the Technical or Business (pricing) proposals will be considered.

Also, as previously advised, the Government will consider written proposals, oral presentations, proposal revisions, and other information submitted prior to the issuance of this amendment in conjunction with the supplemental submission. To the extent there is any inconsistency, the Government will consider new information submitted as superseding previously submitted information, but offerors should affirmatively address any inconsistencies between prior submissions and the current submission. The period of acceptance for these final proposal revisions is 90 days from the date of the new closing. The closing date is 20 May 2008, 2:00 P.M., local time.

**PRIME VENDOR SUPPORT
TEXAS/OKLAHOMA**

STATEMENT OF WORK

SUPPLIES/SERVICES AND PRICES**I. INTRODUCTION**

- A. The Defense Supply Center Philadelphia (DSCP) intends to enter into one (1) contract to supply Subsistence products to the customers supported by this solicitation. The Prime Vendor is responsible for furnishing a full-line of food and beverage items. In addition, the Prime Vendor may also be requested to provide related non-food items to some customers.
- B. This solicitation contains the estimated food and beverage requirements for DoD and non DoD customers in North Texas and Oklahoma and surrounding areas.
- C. The resulting contracts made against Solicitation SPM300-06-R-0063 will be Indefinite Quantity Contracts that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractors (FAR 16.504(a)). These contracts will be for a two (2) year base term and contain provisions for an 18-month term for Option 1, 12-month term for Option 2 and 18 month term for Option 3. The combined length of the contracts, including option terms, may total six (6) years. The Government intends to award one (1) contract.
- D. Estimated Dollar Value/Guaranteed Minimum/Maximum
 5. The estimated dollar value for this contract is \$32,506,048. for the two year base term. The estimated dollar value for Option 1 is \$24,379,534.; \$16,253,024 for Option 2; and \$24,379,534 for Option 3. The total estimated dollar value for this contract, inclusive of options, is \$97,518,140.
 6. The guaranteed minimum is 10% of the estimated dollar value. The guaranteed minimum is \$3,250,604 for the base term, \$2,437,953 for Option 1, \$1,625,302 for Option 2 and \$2,437,953 for Option 3
 7. Except as otherwise provided in the resultant contract, the maximum ceiling on any resultant contract is 150% of the estimated dollar value. The maximum ceiling is \$48,759,072 for the base term, \$36,569,301 for Option 1, \$24,379,536 for Option 2 and \$36,569,301 for Option 3.
 8. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. The higher alternate ceiling in the event of emergencies, natural disaster, and/or mobilization is 175% of the estimated dollar value per term.

**PRIME VENDOR SUPPORT
TEXAS/OKLAHOMA**E. Customer Yearly Estimates

Catalog Number	Customers	Estimated Yearly Dollar Value
D3135	Ft. Sill	\$8,710,299.
D3028	Tinker AFB, Sheppard AFB, Altus AFB, NAS FT Worth, 137 Services Flight	\$6,343,357.
D3042	Reynolds Army Hospital, Tulsa JCC, Guthrie JCC, 138 Services Int'l Guard	\$1,199,368.
ESTIMATED YEARLY DOLLAR VALUE		\$16,253,024.

**PRIME VENDOR SUPPORT
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**ADDENDUM TO FAR 52.212-1
SUBMISSION REQUIREMENTS
TECHNICAL PROPOSAL – VOLUME I**

I. EXPERIENCE/PAST PERFORMANCE

- A. Offerors that are proposing a joint venture, partnership, or a teaming approach should provide experience and past performance information for the offering joint venture, partnership, or team. You should also provide information on EACH team member of the party or the joint venture or partnership (i.e. when each of these entities acted alone or as members of other teams/joint ventures). However, the most relevant experience and past performance data, and that which will receive the most credit, is the information directly related to the offering entity. You may also provide information related to key subcontractors, parent corporations, or other affiliates that will perform essential functions of the contract.

1. Discuss the extent of experience and past performance, not at a corporate level but at an individual house(s) level (i.e. for the actual distribution facility or facilities that will actively participate in the performance of the contract), similar to the proposed contract's requirements for both your firm, and your partner's, if applicable. Provide the following information:

- a. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/Regular dealer contracts for the period from January 1, 2004 through December 31, 2006 (the "selected contracts"), whether they are commercial or Government contracts. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts:
- i. Annual Dollar Value;
 - ii. Length of time that the account has been serviced;
 - iii. Fill rate, listed monthly for the 12 months of the contract immediately preceding January 1, 2007, with and without substitutions;
 - iv. Number of customer delivery points (stops),
 - v. Average number of delivery stops made per week;
 - vi. Average number of delivery orders placed per week;
 - vii. Number of line items/SKUs on the ordering catalog;
 - viii. Average total number of delivery order line items per week;
 - ix. Points of contact and phone number;
 - x. Problems/resolutions
- b. An organizational/management chart of the firm(s) that will identify Key personnel who are responsible for the day-to-day management, and overall success, of the Prime Vendor program. Please do not submit corporate charts, unless the people listed are directly involved in the performance of the proposed contract. Identify the key personnel, or the positions of personnel to be assigned, who will be key to the day-to-day management, and overall success, of the Prime Vendor program. Discuss your key personnel's experience with Prime Vendor and/or Government contracts.

**PRIME VENDOR SUPPORT
TEXAS/OKLAHOMA**

ADDENDUM TO FAR 52.212-1 (CONTINUED)

- c. If an offeror has had any Government contracts, including, but not limited to any of its five (5) selected contracts, the offeror must submit information regarding its performance against socioeconomic (i.e. Small Business) and Javits-Wagner-O'Day Entity Support goals and its performance in carrying out Mentoring Business Agreement (MBA) proposals as part of its past performance information. Furnish the following information for all Government contracts:
- i. Contracting Agency;
 - ii. Contract Number;
 - iii. Contracting Officer and phone number;
 - iv. Socioeconomic performance, to include subcontracting goals and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding January 1, 2007;
 - v. JWOD performance;
 - vi. DLA Mentoring Business Agreement performance

Note: If an offeror has not had any contracts that contain socioeconomic requirements, the offeror should include a statement to that effect and an explanation why that is the case.

**PRIME VENDOR SUPPORT
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**ADDENDUM TO FAR 52.212-2
EVALUATION FACTORS FOR AWARD
TECHNICAL PROPOSAL EVALUATION**

The following evaluation factors are listed in descending order of importance. The relative importance of each subfactor within each factor is stated below. The Government will make a risk assessment based on information contained in the proposal and other information, which has or may derive from sources other than the proposal. The risk assessment will be evaluated in the rating for any factors and/or subfactors that place the Government at risk.

I. EXPERIENCE/PAST PERFORMANCE

When evaluating Experience and Past Performance, the offeror's written proposal and oral presentation, relevant Government (in-house) records, and the information provided by the points of contact or references designated by the offeror will be taken into account. Government (in-house) records will be considered more reliable than information derived from other sources. This assessment will also be performed for any partner that will perform in support of the proposed contract.

The Government will perform an integrated assessment of the offeror's individual house experience and past performance. This assessment will also be performed for any partner(s) or joint venture(s) that will perform in support of the proposed contract.

The subfactors for Experience/Past Performance are of equal importance. The elements within each subfactor are listed in descending order of importance.

A. Experience

Element 1 - Size and Complexity - The Government will evaluate the offeror's experience in fulfilling requirements of similar size and complexity for customers in a Prime Vendor/regular dealer capacity, on an individual contract (not cumulative) basis, considering only its five (5) selected contracts, including Government contracts, if any. The comparable requirements of the solicited contract are as follows:

- a) Annual Dollar Value – approximately \$16.2 Million
- b) Number of delivery points = 36
- c) Average number of delivery stops per week = 90
- d) Average number of delivery orders per week = 25
- e) Average number of total line items ordered per week = 4,500
- f) Number of line items/SKUs on the ordering catalog = 1,200

Note: The terms "Delivery Order" and "Delivery Stops" are defined as follows:

Delivery Order – an order for any supplies placed by individuals or activities designated in the Schedule (pages 64 and 65). Delivery orders may have one or more individual delivery points.

Delivery Stops – individual delivery points receiving supplies under a delivery order.

Example: Company ABC has a Prime Vendor contract to provide Prime Vendor food service to Fort XYZ. Under its contract, Company ABC is required to make deliveries to ten (10) individual delivery points on Fort XYZ. John Doe is Fort XYZ's ordering official. During the first week of contract performance, John Doe places an order on Monday (for skip-day delivery on Wednesday) for delivery of various food items to all ten (10) delivery points on Fort XYZ. During that same week, on Wednesday, John Doe places an order (for skip-day delivery on Friday) for the delivery of various food items to five (5) delivery points on Fort XYZ. No other orders are placed and no other deliveries are made during the week.

**PRIME VENDOR SUPPORT
TEXAS/OKLAHOMA**

In this example, under the ABC/XYZ scenario, for the week described, there are two (2) delivery orders and fifteen (15) delivery stops.

Element 2 - Key Personnel - The offeror's identification of key personnel, and their relevant individual experience, will be examined in order to determine the anticipated success of the firm in providing service to its customers.

Within the Experience subfactor, element 1 (Size and Complexity) is of greater importance than element 2 (Key Personnel).

B. Past Performance

Element 1 - Contract Performance/Customer Satisfaction - The Government will evaluate the offeror's record of performance with both commercial and Government contracts (if any) for its five (5) selected contracts. The Government will determine whether the firm has a successful history of: conformance to contractual requirements or business agreements; providing consistently high fill rates; a commitment to customer satisfaction; and timely delivery of quality products.

Element 2 - Socioeconomic Past Performance - If an offeror has performed on Government contracts that are subject to prior socioeconomic goals (including any such contracts that are within the offeror's five (5) selected contracts and any other Government contracts), they will be evaluated on their adherence to the requirements of these various socioeconomic considerations of past and current contracts, to include Socioeconomic Proposal, Javits-Wagner-O'Day Act Entity Support and DLA Mentoring Business Agreements. This aspect of the Government's evaluation is limited to socioeconomic matters only and other aspects of past performance are evaluated as described in the previous paragraph. Offerors that do not have records of past performance on socioeconomic issues will receive a "Neutral" rating. This evaluation will also be performed for any partner involved in the proposed contract. Government (in-house) records will also be used for this evaluation, if applicable, and will be considered more reliable than information derived from other sources.

Within the Past Performance subfactor, element 1 (Contract Performance/Customer Satisfaction) is of greater importance than element 2 (Socioeconomic Past Performance).