

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE30015R0010
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 2014 DEC 11
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>
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 1 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to issuing office.

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

See Attached Continuation Sheet(s).

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Part 12 Clauses**Amendment 002**

The Non-Price Proposal must provide, at a minimum, the information requested in the section entitled Submission Requirements. The submission date for Non-Price proposals remains 09 January 2015, 1:00 PM, Philadelphia time. The Non-Price Proposal must demonstrate the offeror's ability to meet the Government's requirements as set forth in the solicitation. Failure to provide information as requested by 09 January 2015 in any of the non-price factors identified in the solicitation section entitled Submission Requirements may be considered a "no response" and may result in a deficiency finding and warrant an "Unacceptable" rating for the applicable factor. Failure to provide the information requested by 09 January 2015 may cause an offeror's proposal to be determined unacceptable and eliminated from further consideration for award.

The submission of the entire Price proposal is due by 1:00 PM on 16 January 2015.
Submission delivery instructions remain as stated on page 4 of solicitation.

**PG 34 - ADDENDUM CONTAINING SUPPLEMENTARY CLAUSES IN FULL TEXT AND BY REFERENCE
UPDATE CLAUSE TO READ:**

FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, 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 a single item in excess of \$ 72,000,000.00;
 - (2) Any order for a combination of items in excess of \$72,000,000.00; or
 - (3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 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.

PG 37 - FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

DELETE NOTE – REPLACE WITH:

NOTE: There will be an up to 1 month (30-day) start-up/implementation period upon award followed by a (23) month performance period with (1) one twenty four (24) month option period.

PG 44 - STATEMENT OF WORK - I. SUPPLIES/SERVICES AND PRICES

INTRODUCTION

DELETE:

The guaranteed minimum shall be 25% of the estimated contract dollar value. The contract maximum, including option periods, if invoked, shall be 150% of the estimated contract dollar value.

REPLACE WITH:

D. Estimated Dollar Value/Guaranteed Minimum/Maximum

The guaranteed minimum shall be 25% of the estimated contract dollar value of the base period. The contract maximum, including option periods, if invoked, shall be 150% of the estimated contract dollar value.

PG 44 – UPDATE third block on chart:

TOTAL (if Option is exercised)

PG 47 - 5. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

DELETE PARAGRAPH

REPLACE WITH:

5. FRESH FRUITS & VEGETABLES AND MARKET READY ITEMS

Customers supported under this contract are expected to order their Fresh Fruits and Vegetables from separate produce contracts awarded by DLA Troop Support.

If fresh fruits and vegetables and/or market ready items (i.e. fresh bread items) are currently included or added to this catalog, shelf-life requirements will be in accordance with best commercial practices as stated below:

CONTINUED ON NEXT PAGE

PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). Applicable products shall be identified with readable open code such as "Best-Used-by- Date," "Sell-by-Date," date of production, or similar marking indicating the end of the guaranteed freshness date.

For Fresh-Cut Products: Bags must be marked with a 14-day shelf life from the date of production.

Testing of Fresh-Cut Products: Fresh-Sliced Apples: Each lot or daily production of finished bagged product must be tested for Total Aerobic (Standard Plate Count (TPC), E. Coli, Listeria, Salmonella, and Shigella. The antioxidant solution used on apples slices must be tested for TPC, E. Coli, and Listeria Monocytogens daily.

Baby-Cut and Peeled Carrots: Each lot or daily production of finished bagged product must be tested for E. Coli, Listeria Monocytogens, Salmonella, and Coagulase Positive Staph Aureus.

Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.

Level of Product Quality:

When designating an item as a match for the DOD item in the schedule of items listed in the solicitation, the item must be:

Identical in respect to packaging when the DOD unit of issue is not described by weights (e.g. pound or ounce).
Equivalent in respect to grade or fabrication.

All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US. Grade.

Customers supported under this contract are expected to order their fresh bread items (primarily sliced bread and rolls) and fresh dairy items (fluid milk, cultured products) from separate market ready contracts awarded by DLA Troop Support.

If, after contract award, the ordering activities have a need for the Contractor to deliver some or all of these items, the Contracting Officer and Contractor will determine the availability and establish a mutually agreed upon start-up period. Items will be priced using the contract Distribution Pricing for these categories. Prior to adding the items to the contract, they must be determined to be at a fair and reasonable price by the Contracting Officer.

PG 93 – IV. ORDERING AND DELIVERIES & PERFORMANCE**START UP/ IMPLEMENTATION PERIOD****DELETE: PARAGRAPH B.****REPLACE WITH:**

The new contractor's 30-day start-up period is defined as the timeframe which begins immediately after award and ends as the first order is placed. Within this timeframe the new contractor shall be fully operational to support all customers listed in this solicitation. The start-up/implementation period is the period in which the contractor shall source and add, at fair and reasonable prices, complete its ability to fully execute all EDI transactions and interact with STORES, and populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least two weeks prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within five (5) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation.

PG 94 - IV. ORDERING and DELIVERIES & PERFORMANCE**3. EMERGENCY/SAME DAY ORDERS****DELETE:**

B .The time emergency orders must be placed for same-day delivery will be determined by award based on successful offeror's proposal. Emergency orders may be changed/cancelled no later than time outlined in successful offeror's proposal. Regardless of when an emergency order is placed, the Contractor will take all actions to deliver the same day as required.

REPLACE WITH:

The time emergency orders must be placed for same-day delivery is 9:00 AM local time. Emergency orders may be changed/cancelled no later than time 11:00 AM local time. Regardless of when an emergency order is placed, the Contractor will take all actions to deliver the same day as required.

CONTINUED ON NEXT PAGE

PG 124 –UPDATE: INSTRUCTIONS FOR PROPOSAL, I GENERAL INFORMATION

WRITTEN VOLUME II, TITLE: PRICE, NUMBER OF COPIES 3 (1 HARD COPY AND 2 CD'S IN MICROSOFT EXCEL)

PG 126 – INSTRUCTIONS FOR PROPOSALS – SUBMISSION REQUIREMENTS – NON PRICE PROPOSAL – VOLUME I**SECTION A – TECHNICAL FACTORS****FACTOR I. EXPERIENCE**

DELETE FIRST PARAGRAPH:

REPLACE WITH:

Full-Line Distributor of Foods and Operating Supplies for Institutional Feeding

The offeror shall provide the place(s) of performance and the following information for the period November 2013 through October 2014 to describe its overall extent of experience as a full-line distributor of foods and operating supplies for institutional feeding:

PG 127 – INSTRUCTIONS FOR PROPOSALS – SUBMISSION REQUIREMENTS – NON PRICE PROPOSAL – VOLUME I**SECTION B – PAST PERFORMANCE**

DELETE FIRST PARAGRAPH:

REPLACE WITH:

SECTION B – PAST PERFORMANCE

Customer Satisfaction and Conformance to Contract Requirements

The offeror shall provide the information required below for the minimum of three (3) and the maximum of five (5) contracts or customer accounts performed for the period November 2013 through October 2014 as a full-line distributor of foods and operating supplies for institutional feeding. The referenced accounts/contracts should be those that best approximate or exceed the scope of the DLA Troop Support contract being solicited (see the Evaluation criteria for Factor I – Experience). For the accounts/contracts of similar nature (size and/or scope) to the DLA Troop Support contract being solicited, they will be considered more relevant than other accounts/contracts provided by the offeror. Offerors who have performed on a DLA Troop Support Subsistence Prime Vendor contract(s) for the period November 2013 through October 2014 closing shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. Additionally, the offeror shall provide the same information for any other federal government contract(s) with a dollar value over \$1 million, if such other federal government contract(s) are not included in the similar-scope references.

PG 140 –EVALUATION FACTORS FOR AWARD – SECTION B – PAST PERFORMANCE

DELETE SECOND PARAGRAPH

REPLACE WITH:

The offeror's customer surveys combined overall average score, (average of all contracts, including Government in-house records (if applicable), indicates performance equal to satisfactory (> 3.0 on the DLA Troop Support Ops Survey) and there are no issues of significance regarding contract compliance with Government contractual terms (e.g. non-ABILITYONE competing items and Berry Amendment non-compliance) and/or commercial account terms.

“3” is the equivalent of acceptable performance on the Subsistence customer survey and represents adequate performance.

DUE TO DUPLICATION IN THE AUTOMATED PROCUREMENT SYSTEM THAT DLA USES, THE FOLLOWING CLAUSES ARE DELETED:

PG 165 – 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

CONTINUED ON NEXT PAGE

PG 167 – 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM)(FEB 2007) DLAD

PG 167 – 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

PG 168 – 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS (MAY 2014) FAR

PG 176 – 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS (NOV 2013) ALT I (MAY 2014)

PG 176 – 52.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICALS (NOV 2011) DFARS

PG 177 – 52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

PG 177 – 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

CAUTION TO OFFERORS: DUE TO THE AUTOMATED PROCUREMENT SYSTEM THAT DLA USES, PAGE NUMBERS MAY BE MIS-NUMBERED.