

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		4

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 SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE3S1	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. SPE3S116R0007
	(X)	9B. DATED <i>(SEE ITEM 11)</i> 2016 JUN 06
	( )	10A. MODIFICATION OF CONTRACT/ORDER NO.
	( )	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	16B. UNITED STATES OF AMERICA
<i>(Signature of person authorized to sign)</i>	<i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

The subject solicitation is here by changed:

- On page 8, please delete "Return two (2) COMPLETE & SIGNED copies of the solicitation? " , replace with "Return three (3) COMPLETE & SIGNED copies of the solicitation?"

- On page 21, paragraph C. Split Lots, section 2 , delete " Whole lots may be split in two (2) portions for separate shipments.

- (1) Split lot shipments may be shipped to more than one (1) assembler but not more than two (2) assemblers.
- (2) No lot shall be split into more than two (2) portions and splitting individual subcodes is prohibited.
- (3) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
- (4) The origin manufacturer assumes full liability for both portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, both portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to the other portion, regardless of where the product was assembled.
- (5) Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
- (6) Both portions of all split lots will be stored in approved facilities only."

Replace with "Whole lots may be split in three (3) portions for separate shipments.

- (1) Split lot shipments allow to be shipped to three (3) assemblers.
- (2) Prior to splitting the lot for separate shipments, the lot shall be contractor and USDA inspected as one homogeneous lot, when origin USDA inspection is required.
- (3) The origin manufacturer assumes full liability for all portions of a split lot shipment. Therefore, in the event of a defect determination, recall, product investigations, and/or other negative findings, all portions of the lot will be representative of the entire homogeneous lot and any action taken with regard to one portion will be taken with regard to other portions, regardless of where the product was assembled.
- (4) Associated lot shipping documentation will reflect split lot status, original lot quantities, and receipt inspection results.
- (5) All portions of split lots will be stored in approved facilities only."

- On page 22 of 100, under X. INSPECTION AND ACCEPTANCE REQUIREMENTS

Delete "DLAD 52.246-9023 is incorporated by reference in this solicitation and the resultant contract(s). In addition, the following procedures will be used for inspection and acceptance. If there is a conflict between the following inspection and acceptance procedures and those stated in DLAD 52.246-9023, then the, the procedures for inspection and acceptance will be as follows:"

Replace with: "DLAD 52.246-9023 is incorporated by reference in this solicitation and the resultant contract(s). In addition, the following procedures will be used for inspection and acceptance. If there is a conflict between the following inspection and acceptance procedures and those stated in DLAD 52.246-9023, then the provisions cited in the following inspection and acceptance procedures shall control. The inspection and acceptance procedures shall be as follows:"

- On page 24, delete the paragraph below

"The Higher Level Contract Quality Requirements, Manufacturing Process Controls (MPC), and Statistical Process Controls Quality Assurance Provision (SPC QAP) apply to all CFM and RNC food components and Sub Assembly and Assembly Operations, except as indicated below:

A. The following items are exempt from the Higher Level Contract Quality Requirements, MPC QAP and the SPC QAP (No QSP required): 1. Accessory package components 2. Condiments (even if packaged in laminated barrier pouches): hot sauce; ketchup; mayonnaise; mustard; etc. 3. Bulk packed items: beef snacks; ranger bar; First Strike bars; osmotic fruit; cookies (CID A-A-20295, PCR-C-031); almonds, roasted; cashews, roasted; peanuts, roasted; snacks (CID A-A- 20195); commercial sandwich crackers/cookies; and bulk packed items procured using the commercial components solicitation (e.g., candies).

Note: Bulk packed, as used in this paragraph, means packing prior to finished product packaging. However, note that this does not prohibit the prime contractor on their own accord from requiring a QSP from their subcontractors for all products.

B. A QSP is required but SPC techniques are optional for the following items: Beverage bases, cheese spreads, cookies (CID A-A -20295, PCR-C-031), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc.), nut raisin mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulked-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from requiring SPC techniques from their subcontractors for all products on their own accord."

Replace with:

"A. The following items are exempt from the Higher Level Contract Quality Requirements, MPC QAP and the SPC QAP (No QSP required):

1. Accessory package components (except for RNC beverage contract items).
2. Condiments (even if packaged in laminated barrier pouches): hot sauce, ketchup, mayonnaise; mustard; etc.
3. Bulk packed items: beef snacks; ranger bars; First Strike bars; osmotic fruit; cookies (CID A-A-20295); almonds, roasted; cashews, roasted; peanuts, roasted; snacks (CID A-A-20195); sandwich crackers/cookies; tortillas, received from a subcontractor/supplier other than the finished packager, and received from a subcontractor/supplier providing the identical items in the commercial retail market place. Bulk packed, as used in this paragraph, means packing prior to finished product packaging.

Note: The prime contractor is not prohibited from requiring, on their own accord, a QSP from their subcontractors for all products.

B. A QSP is required but SPC techniques are optional for the following items: beverage bases, cheese spreads, cookies (CID A-A-20295), dairy component powders (cocoa beverages, dairy shakes, flavored coffees, non-dairy creamer, etc.), nut raisin mixes, peanut butter, peanut spread, jellies/jams/preserves, and bulk-packed items that are individually packaged by an assembler/packer in military packaging (laminated barrier pouches). However, note that this does not prohibit the prime contractor from, on their own accord, requiring SPC techniques from their subcontractors for all products."

- On page 39 of 100, immediately below 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) " (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology." Insert the following: "Note 1: At the election of the contractor, the contractor may select an industry standard equivalent to ANSI/ISO/ASQ 9001; cite the Title, Number, and Date and Tailoring (if any) and check the appropriate box."

- On page 44 under XII. Addendum to FAR 52.212-2 -- Evaluation -- Commercial Items (OCT 2014) (ii) please delete (ii) Award(s) will be based on the lowest, overall price to the Government considering the overall evaluated price under a "per-line-item" evaluation approach and the lowest, overall evaluated price under an "all-or-none" evaluation approach. First, the Government will determine the lowest, total evaluated price per line-item. This will be accomplished by multiplying the minimum quantity for each item by the unit prices offered for all five tiers for each respective item and adding those tier prices together to calculate each offeror's total evaluated price per line-item. The offerors' total evaluated prices per line-item will be compared to determine the lowest, total evaluated price per line-item. The Government will then determine the overall evaluated price to the Government under the "per-line-item" approach by adding together the lowest, total evaluated price per line-item for all 15 items. Second, if any offerors submit pricing for all 15 items, then the Government will compare those offers to determine the lowest, overall evaluated price under the "all-or-none" approach. Finally, the lowest, overall evaluated price under the "all-or-none" approach will be compared with the overall evaluated price under the "per-line-item" approach. The award(s) will be on an LPTA basis, depending on whichever approach produces the lowest, overall evaluated price to the Government. Prior to award, the prices of the proposed awardee(s) will be evaluated individually to determine whether each price

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is fair and reasonable using analytical techniques deemed appropriate by the Contracting Officer in her/his complete discretion.

Replace with: (ii) Award(s) will be based on the lowest, overall price to the Government considering the overall evaluated price under a "per-line-item" evaluation approach and the lowest, overall evaluated price under an "all-or-none" evaluation approach. First, the Government will determine the lowest, total evaluated price per line-item. This will be accomplished by multiplying the estimated quantity for each item by the unit prices offered for all five tiers for each respective item and adding those tier prices together to calculate each offeror's total evaluated price per line-item. The offerors' total evaluated prices per line-item will be compared to determine the lowest, total evaluated price per line-item. The Government will then determine the overall evaluated price to the Government under the "per-line-item" approach by adding together the lowest, total evaluated price per line-item for all 15 items. Second, if any offerors submit pricing for all 15 items, then the Government will compare those offers to determine the lowest, overall evaluated price under the "all-or-none" approach. Finally, the lowest, overall evaluated price under the "all-or-none" approach will be compared with the overall evaluated price under the "per-line-item" approach. The award(s) will be on an LPTA basis, depending on whichever approach produces the lowest, overall evaluated price to the Government. Prior to award, the prices of the proposed awardee(s) will be evaluated individually to determine whether each price is fair and reasonable using analytical techniques deemed appropriate by the Contracting Officer in her/his complete discretion.

- On page 61 of 100:

Add "52.246-9003 Measuring and Test Equipment JAN 2014"

Delete "52.246-9002 Measuring and Test Equipment JAN 2014"

Delete "52.246-9008 Inspection and Acceptance at Origin NOV 2011"

- Please visit <http://www.procurexinc.com/government.html> for Reverse Auction information.

Except as provided herein, all term and conditions of this solicitation SPE3S1-16-R-0007, as heretofore changed, remains unchanged and in full force and effect.