

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					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. See below
 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 _____ copies to the issuing office.

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

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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1. The requirement for the timing of the Delivered Price portion of the Contract Unit Prices is changed from two weeks after solicitation issue date to two weeks prior.

Therefore, in the "Caution Notice" on page 6, the week cited in Block 9 is changed from "week of 04/21/2013" to "week of 03/24/2013".

Under the section labeled "I. PRICE PROPOSAL", paragraph A. on page 111, the following language is deleted --

"NOTE: The Delivered price portion of the proposed Contract Unit Prices shall be those prices that are in effect the week of 21 April 2013."

--and replaced by:

"NOTE: The Delivered price portion of the proposed Contract Unit Prices shall be those prices that are in effect the week of 24 March 2013."

2. In the Statement of Work under section **I. SUPPLIES/SERVICES AND PRICES**, part 1.E. Estimated Dollar Value/Guaranteed Minimum/Maximum is deleted and replaced with the following:

The guaranteed minimum shall be 25% of the estimated contract dollar value. The contract maximum, including option periods, is 225% of the total estimated contract dollar value.

North Carolina

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period	\$12,500,000.00	\$50,000,000.00	-
Option 1	\$6,250,000.00	\$25,000,000.00	-
Option 2	\$12,500,000.00	\$50,000,000.00	-
Total	\$31,250,000.00	\$125,000,000.00	\$281,250,000.00

3. In the Statement of Work, under section **IV. ORDERING and DELIVERIES & PERFORMANCE**, part 15. is added after part 14. on page 88

15. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are identified as "Surge Quantity Option" expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(a) Surge and sustainment capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S quantity and accelerated delivery schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP) (previously known as the "surge plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the Contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

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(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.

(d) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above only when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the Contracting Officer are the sole responsibility of the supplier.

(e) Agreement to participate in S&S validation/testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government changes, additions and deletions to S&S requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or unexpected S&S requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by

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the Contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

4. Under SUBMISSION REQUIREMENTS, SECTION A – TECHNICAL FACTORS, FACTOR IV. SURGE & SUSTAINMENT is added on page 110 after FACTOR III.

FACTOR IV. SURGE & SUSTAINMENT

The offeror shall submit a Capability Assessment Plan (CAP) that describes the method and capability to meet the contract ceiling identified in this solicitation. The CAP must show how the 225% ceiling stated in this solicitation will be supported. This demand level is indicative of the requirements that could be submitted during a surge/sustainment event. The Contractor must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the Contractor would require to ramp up. The Contractor must indicate the length of time this increased pace can be sustained. The CAP should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 30-45 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements.

The offeror must submit evidence, to include letters or other documentation, of the following capability:

- a. Agreements with suppliers and service providers to assist in meeting increased surge requirements
- b. Evidence of ability to utilize additional suppliers or Subcontractors, as needed
- c. Ability to access additional warehouse and distribution facilities, if necessary, to include labor and transportation (delivery vehicles),
- d. Description of logistical technology with regard to asset visibility.

The CAP submission should also include a plan of action if the Contractor facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- a. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
- b. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?

Backup communications plan to alert Contractor and DLA Troop Support personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the facility will be re-routed to the secondary facility.

5. FAR 52.212-2 – EVALUATION – COMMERCIAL ITEMS (JAN 1999) on page 118 and ADDENDUM TO FAR 52.212-2 on page 119 are revised as follows:

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FAR 52.212-2 – EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

NON – PRICE FACTORS

A. Technical Factors

- I. Experience
- II. Quality Control (QC) & Quality Assurance (QA) Procedures
- III. Food Defense
- IV. Surge & Sustainment

B. Past Performance

PRICE FACTORS

Weighted Aggregate Unit Price (composed of Weighted Aggregate Distribution Price plus Aggregate Delivered Price)

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

ADDENDUM TO FAR 52.212-2

Clause 52.212-2 "Evaluation – Commercial Items," which is incorporated herein in full text, is revised as follows:

1. Paragraph (a) is hereby expanded to read as follows:

Any exceptions to the terms and conditions of the solicitation may render the proposal ineligible for award. Under Lowest Price Technically Acceptable process, award will be made on the basis of the lowest evaluated* price of proposals meeting or exceeding the acceptability standards for all non-price factors. All non-price factors are of equal importance. Offerors must be technically acceptable in every non-price factor in order for the entire proposal to be rated technically acceptable. A Technically Acceptable proposal is defined as meeting or exceeding the acceptability standards for all non-price factors. Those standards are found in the Statement of Work on pages 42-101.

* - See paragraph (e) (ii) (2) below – Price Evaluation Process for further explanation.

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2. Paragraph (b) is hereby expanded to read as follows: ‘Total price’ as used in this paragraph means ‘Total Evaluated Price’ and is the Weighted Aggregate Unit Price for the basic requirement and each option period.

3. Add paragraph (d) as follows:

(d) Definitions of non-price factors and price factors:

Non Price factors:

A. Technical Factors

- I. Experience - (See Non-Price Proposal, Volume I, page 108)
- II. Quality Control (QC) and Quality Assurance (QA) Procedures – (See Non-Price Proposal, Volume I, page 109)
- III. Food Defense – (See Non-Price Proposal, Volume I, page 109)
- IV. Surge & Sustainment – (See Non-Price Proposal, Volume I, page 110)

B. Past Performance – (See Non-Price Proposal, Volume I, page 110)

Price factors:

Weighted Aggregate Distribution Price

Aggregate Distribution Price is obtained by multiplying each distribution price of each of the items listed in the Market Basket by its estimated quantity, and totaling the results for all distribution prices of the items listed in the Market Basket for the base period and each option period. The Aggregate Distribution Price is then multiplied by a weighting factor of 11.5 to arrive at the Weighted Aggregate Distribution Price. Note: the weighting factor is applied only to the overall aggregate of Distribution Price (not on a line item basis), and is to be used for evaluation purposes only.

Aggregate Delivered Price

The Aggregate Delivered Price is obtained by multiplying the Delivered Price of each of the items listed in the Market Basket by its estimated quantity, and totaling the results for all Delivered Prices of the items listed in the Market Basket for the base period and option periods.

Weighted Aggregate Unit Price

Weighted Aggregate Unit Price is obtained by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price for the base period and option periods. This Weighted Aggregate Unit Price will be used to determine the lowest evaluated price to the Government.

4. Add paragraph (e) as follows:

(e) Evaluation Procedures:

- (1) Summary

All timely proposals will undergo a non-price and price evaluation as described in paragraph (e) (2) below. The Government intends to evaluate offers and award a contract without discussions,

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however, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. If discussions are determined to be necessary, the Contracting Officer will make a competitive range determination based on initial evaluations and written and/or oral discussions will be conducted with all offerors in the competitive range. The Government will request final proposal revisions from all offerors with proposals that remain in the competitive range. Final revised offers resulting from discussions will undergo further non-price and price evaluations. Finally, an award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for all non-price factors.

(2) Evaluation Process

- i. *Non-Price Evaluation Process* – Each Non-Price Proposal will be evaluated against the non-price factors (technical factors and past performance) specified in paragraph (a) above. The rating methodology for the Non-Price Proposal will be Acceptable or Unacceptable.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a) (2) (iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

- ii. *Price Evaluation Process* – Each proposal will be evaluated against the requirements of, and in accordance with the terms of, the solicitation. The Government will evaluate limited pricing data with the initial proposals and during discussions, in accordance with FAR 15.4, “Contract Pricing.” Included in this process is the evaluation of options. The Government will evaluate offeror’s pricing on the items in the Market Basket of items contained in Attachment 1 - “SPM300-13-R-0047 Price Proposal (4-10-2013)”.

SEE PRICE PROPOSAL EVALUATION ON PAGE 123.

(3) Selection Process

The final non-price and price evaluation reports will be furnished to the Contracting Officer by the Non-Price and Price Proposals evaluators. Award will be made to the responsive, responsible offeror that offers a technically acceptable Non-Price Proposal at the lowest evaluated price.

- 6. Under EVALUATION FACTORS FOR AWARD, SECTION A – TECHNICAL FACTORS, FACTOR IV. SURGE & SUSTAINMENT is added after FACTOR III. on page 122.

FACTOR IV. SURGE & SUSTAINMENT

The Government will evaluate the offeror’s Capability Assessment Plan (CAP) and previous Surge and Sustainment experience in order to determine their ability to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies

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and/or emergency peacetime requirements. This capability includes both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The Government will also evaluate the offeror's ability to meet the surge ceiling percentage within 15 days and provide detailed answers to all questions in the Capability Assessment Plan (CAP) as well as information relating to the setting up of a secondary facility if the primary facility is damaged.

7. On pages 142 thru 143, Clauses **252.209-7998** – REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (DATE 2012) –DFARS and **252.209-7999** – REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012) – DFARS are deleted and replaced with the following clause:

252.209-7995 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law— Fiscal Year 2013 Appropriations.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0010) (April 2013)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.