

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1 OF 12 PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE May 28, 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111 POC: Paula Branson/FTAS 215-737-3150		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)				(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0052	9B. DATED (SEE ITEM 11) Apr 30, 2013
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE				10B. DATED (SEE ITEM 13)	

**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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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"/>	
<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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 SUBSISTENCE PRIME VENDOR SUPPORT FOR PUGET SOUND/SEATTLE NAVY SHIPS; SEATTLE, WASHINGTON, AND SURROUNDING AREAS; AND COAST GUARD CUSTOMERS IN SOUTHEAST ALASKA SOLICITATION SPM300-13-R-0052 IS HEREBY AMENDED.

1. Subject solicitation is hereby amended as detailed on the following pages.

2. 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 CONTRACTING OFFICER (Type or print)	
		THOMAS E. HALEY - Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**Solicitation SPM300-13-R-0052 is amended as follows:**

This amendment contains revisions (adds/changes/deletions) to the solicitation requirements. Also, an attachment includes the new Price Proposal Workbook Spreadsheets for Zone 1 and Zone 2 (See #1). These spreadsheets replace Attachment 1 – “SPM30013R0052.xlsx” and Attachment 2 – “SPM30013R0052001.xlsx” on the DIBBS website.

- 1. SPM30013R0052.xlsx and SPM30013R0052001.xlsx on the DIBBS website is hereby deleted in its entirety and replaced with the attachment to this amendment. Line item #10 and Line item #37 of SPM30013R0052.xlsx (Zone 1) are revised as follows:***

***Delete:***

Line Item: 10

Stock #: 890501E297774

Item Name: BEEF FAJITA STRIPS, RAW, FZN

Description: seasoned or marin, 5/10 lb pg

***Replace with:***

Line Item: 10

Stock #: 890501E397733

Item Name: BEEF STRIPS, RAW, FZN, US CH GR,

Description: 10/5 lb pg

***Delete:***

Line Item: 37

Stock #: 890501E396260

Item Name: CKN FAJITA STRIPS, BRST MEAT, RAW, FZN

Description: 8/5 lb pg

***Replace with:***

Line Item: 37

Stock #: 890501E397732

Item Name: CKN STRIPS, BRST, RAW, FZN

Description: 4/10 lb pg

- 2. On page 6, number 9 of the Checklist:***

***Delete:***

For all offered delivered prices, submit two copies of  
MANUFACTURER’S/GROWER’S/PRIVATE LABEL HOLDER’S or

Redistributor's invoice for the last product received by the offeror, showing the cost/price of the proposed items for week of 04/14/2013, if such inventory cost/price equals the delivered price for the last received product?

***Replace with:***

For all offered delivered prices, submit two copies of MANUFACTURER's/ GROWER's/PRIVATE LABEL HOLDER's or Redistributor's invoice for the last product received by the offeror AND two copies of a screen shot of the Delivered Price in your electronic purchasing system, showing the cost/price of the proposed items for week of 04/14/2013, if such inventory cost/price equals the delivered price for the last received product?

**3. On Page 28, after DFARS 252.225-7021, Trade Agreements, the following is hereby added:**

“(NOTE: the following FSC's apply: 72, 73, 81, and 85 (please note only the applicable ones in this acquisition need be cited). The Berry Amendment does not apply to the applicable FSC's).

**4. Any reference to the word "vendor" shall be replaced with "contractor," except when the Prime Vendor program is being referenced."**

**5. The following clauses are hereby added to this solicitation:**

**52.204-6, Data Universal Numbering System (DEC 2012)**

**52.204-7 (DEC 2012)**

**52.204-7, Alt I, Central Contractor Registration Alternate I, DEC 2012**

**52.204-12, Data Universal Numbering System Number Maintenance, DEC 2012**

**52.204-13, Central Contractor Registration Maintenance, DEC 2012**

**252.225-7012 (FEB 2013)**

**Full Text of Clauses:**

**52.204-6 -- Data Universal Numbering System Number.**

As prescribed in [4.607](#)(b), insert the following provision:

**Data Universal Numbering System Number (Dec 2012)**

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

#### **52.204-7 -- Central Contractor Registration.**

As prescribed in [4.1105\(a\)\(1\)](#), use the following provision:

#### **Central Contractor Registration (Dec 2012)**

(a) Definitions. As used in this provision—

“*Central Contractor Registration (CCR) database*” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“*Data Universal Numbering System (DUNS) number*” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“*Data Universal Numbering System+4 (DUNS+4) number*” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“*Registered in the CCR database*” means that—

(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

*Alternate I (Dec 2012).* As prescribed in [4.1105\(a\)\(2\)](#), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the database within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

**52.204-12 – Data Universal Numbering System Number Maintenance.**

As prescribed in [4.607\(c\)](#), insert the following clause:

**Data Universal Numbering System Number Maintenance (Dec 2012)**

(a) *Definition.* Data Universal Numbering System (DUNS) number, as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(2) If located outside the United States, by contacting the local Dun and Bradstreet office.

### **52.204-13 – Central Contractor Registration Maintenance.**

As prescribed in [4.1105\(b\)](#), use the following clause:

#### **Central Contractor Registration Maintenance (Dec 2012)**

(a) *Definition.* As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8k Assignment of Claims). Assignees, shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—



(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

**6. On page 47, paragraph 2. A. 1:**

***Delete:***

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation.

***Replace with:***

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

**7. On page 48, paragraph E.**

***Delete:***

This link, "Abbreviations for Subsistence Item Descriptions," is located in the gray navigation area on the right side of the page, under "TOOLS." This will open a PDF with a list of abbreviations used.

***Replace with:***

This link, "Abbreviations for Subsistence Item Descriptions," is located in the gray navigation area on the left side of the page, under "TOOLS." This will open a PDF with a list of abbreviations used.

**8. On page 49, paragraph D.**

***Delete:***

Not currently a requirement; however, if fresh fruits and vegetables and/or market ready items (i.e. fresh bread items) are added to the catalog, shelf-life requirements shall be negotiated.

***Replace with:***

Not currently a requirement; however, if fresh fruits and vegetables and/or market ready items (i.e. fresh bread items) are added to the catalog, shelf-life requirements will be in accordance with best commercial practices.

**9. On page 89, paragraph 1. A.**

**Delete:**

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation.

**Replace with:**

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

**10. On page 101, paragraph (d) is deleted in its entirety.**

**11. On page 102, paragraph (f)**

**Delete:**

Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

**12. On page 104, paragraph 1. d:**

**Delete:**

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label.

**Replace with:**

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label.

**13. On page 105 and 106, paragraph 3. Zone 1 B. and Zone 2 A.**

**Delete:**

During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions.

***Replace with:***

During contract performance, failure to achieve fill rate requirements may have a negative effect on past performance ratings for future acquisitions.

**14. On page 114, 11) Earned Income Categories**

***Delete in its entirety and replace with:***

Any changes, additions or deletions to those categories identified by the contractor in their price proposal that occur during contract performance will be immediately reported by the Contractor as part of its next scheduled monthly management reports. It is not necessary to submit specific dollar amounts of Earned Income, just the categories. Examples of categories are marketing allowances and sales volume incentives.

**15. On page 129, under Price Proposal Sheet, a.3:**

***Delete 1-year estimated quantities and replace with 2-year estimated quantities.***

**16. On page 129, paragraph O**

***Delete in its entirety and replace with:***

Input the dollar amount of the NAPA discount deducted from the offeror's UOM Delivered Price as it appears on the offeror's invoice/quote, if applicable. If a NAPA discount is not deducted from the UOM Delivered Price as it appears on the invoice/quote then enter \$0.00. The offeror shall NOT deduct a NAPA discount from its UOM Delivered Price (Column R) when they enter it on the Price Proposal Spreadsheet in accordance with the solicitation's submission requirements (see NOTE under Column R).

**EXAMPLES:**

1. An invoice/quote shows a UOM Delivered Price of \$18.00. The item has an associated NAPA Discount of \$2.00 per case which is deducted from the offeror's UOM Delivered Price of \$20.00 as it appears on the invoice/quote. Therefore, the offeror must enter \$2.00 in Column O and \$20.00 in Column R.
2. An invoice/quote shows a UOM Delivered Price of \$45.00. The item has an associated NAPA Discount of \$5.00 per case; however, this discount is not deducted from the offeror's UOM Delivered Price (\$45.00) as it appears on the invoice/quote. Therefore, the offeror must enter \$0.00 in Column O and \$45.00 in Column R.

**17. On page 134, b. (1)**

***Delete column F and replace with Column G.***

**18. On page 140, SECTION B – PAST PERFORMANCE**

The first full paragraph under this section is revised as follows to include fill rate performance:

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, fill rate performance, customer surveys, DLA Troop Support Prime Vendor Product Quality Audit scores, Quality System Management Visit (QSMV) reports, Contractor Performance Assessment Reporting System (CPARS), and destination inspection reports.