

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE March 01, 2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A		
6. ISSUED BY CODE DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Michael D'Elia/FTAB/215-737-0885		7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SPM300-10-R-0047	9B. DATED (SEE ITEM 11) 10/27/2010	
			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 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 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.)

SUBSISTENCE PRIME VENDOR SUPPORT FOR TEXAS AND NEW MEXICO REGIONS

SUBJECT SOLICITATION IS HEREBY AMENDED AS FOLLOWS:

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

Solicitation SPM300-10-R-0047
Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0011

This amendment contains two sections, Section I contains actual revisions (add/changes/deletions) to solicitation requirements. Section II contains actual revisions (adds/changes/deletions/clarifications) to previous amendments.

Section I

1. The Offer Due Date as listed on Solicitation Page 1, Block 8 is changed to April 08, 2011, 2:00 PM Philadelphia Time.
2. Solicitation Page 4, Caution Notice, the following is added:

CONTRACTOR CODE OF BUSINESS ETHICS (DEC 2010) DSCP

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; contained elsewhere in the solicitation or contract, the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States code or any violations of the False Claims Act. (31 U.S.C. 3729-3733)

3. Solicitation Page 20, Contract Clauses, FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items date is changed from OCT 2010 to JAN 2011.
4. Solicitation Page 23, Contract Clauses, 252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items – DFARS date is changed from SEP 2010 to JAN 2011.
5. Solicitation Page 76, SOW IV. Ordering and Deliveries and Performance, paragraph 3E, is deleted and replaced with the following:

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Amendment 0011

“In the event of a hurricane or other disaster, it may be necessary for the government to pick up certain key disaster-relief products at the vendor’s facility, including but not limited to bottled water, packaged ice, and commercial meal kits. In case of such an emergency, the contractor and government will negotiate distribution prices for such FOB Origin items.”

6. Solicitation Page 98, SOW VI. Special Contract Requirements, paragraph 2B, is deleted and replaced with the following:

“The Contractor must identify upfront the authorized responsible official that will submit all monthly reports and catalog changes and state that ‘to the best of his/her knowledge all information is true and accurate’. The Contractor must also notify the Contracting Officer whenever the authorized responsible official changes.”

7. Solicitation Page 134, Solicitation Provisions, Instructions for Proposals, Submissions Requirements, Business Proposal – Volume II, II. Supporting Product Information, paragraph A1, the following Note is added:

4. If the private label holder is an affiliate of the Prime Vendor, the Government will require additional documentation, such as, a manufacturer/grower invoice or proof of sales to other commercial customers verifying competitive pricing.

Section II

1. Amendment 0001, Page 3, #2e, in reference to Solicitation Page 22, Contract Clauses, FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.) is removed from this solicitation.
2. Amendment 0007, Page 2, #1, in reference to Solicitation Page 48, SOW I. Supplies/Services and Prices, paragraph 8 Prime Vendor Pricing – CONUS, B2 Delivered Price, the following exception is added under 2(a):
 - (ii) Exception: If the private label holder is an affiliate of the Prime Vendor, the Government will require additional documentation, such as, a manufacturer/grower invoice or proof of sales to other commercial customers verifying competitive pricing. This exception must be approved by the Contracting Officer in advance on a case by case basis.
3. Amendment 0007, Page 4, Section II, #1, states the following:

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For purposes of this acquisition, it is the Government's position that the definition of the terms "Supplier" and "manufacturer/grower" means "manufacturer/grower/private label holder".

For clarification purposes, the term private label holder is a distributing company whose branded products are made by a manufacturer under the distributing company's own name.