

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0027		3. EFFECTIVE DATE Oct 18, 2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Michael D'Elia/FTAB/215-737-0885		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)				9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> SPM300-10-R-0047	
				98. DATED (SEE ITEM 11) Oct 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.

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) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<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 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 CONTRACTING OFFICER (Type or print)	
		DEBBIE HOLMAN 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)	

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Subsistence CONUS Prime Vendor for Texas & New Mexico

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This amendment contains two sections, Section I contains actual revisions (add/changes/deletions) to Amendment 0021. Section II contains actual revisions (adds/changes/deletions) to Amendment 0026. Bolded areas in Section II #2 and #3 have been revised.

Section I

1. *Amendment 0021 Page 88, Statement of Work, IV. Ordering and Deliveries & Performance, paragraph 7. Not-In-Stock (NIS) Notification & Orders for Substitutions is deleted and replaced with the following:*

7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR REPLACEMENTS

- A. A separate STORES order must be placed for all substitution/replacement items.
- B. All orders will be treated on a fill-or-kill basis; there can be no substituting of items.

Specifically, a purchase order line item quantity will either be filled (whether in whole or in part) or, if the item is not in stock, it will be reported as a zero fill on the vendor's invoice. If there is an item on the existing STORES catalog that may serve as a replacement for the NIS item, the vendor will notify the customer within 24 hours after order. If the customer agrees, they will place a separate order for that line item. The replacement item will be delivered along with the rest of the purchase order however it will be invoiced separately, including a separate purchase order number, CLIN, etc. The vendor must show the original item as a zero quantity fill on their first invoice, and the replacement item on the second invoice. The replacement item will be priced at its own catalog price. Invoices must have all the correct information (contract number, purchase order number, CLIN, quantity, price etc) in order to be paid.

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Section II

1. *Amendment 0026 Page 17, #6, in reference to Statement of Work, I. Supplies/Services and Prices, paragraph 16. Total Asset Visibility is changed FROM:*

Under the proposed contract, the awardee must have the capability to provide DLA Troop Support with timely and accurate information on the location, movement, status, and identity of its entire inventory of supplies.

TO:

Under the proposed contract, the awardee must have the capability to provide DLA Troop Support with timely and accurate information on the location, movement, status, and identity of its entire inventory of line items in its DLA Troop Support catalog.

2. *Amendment 0026 Page 17, #7, in reference to Statement of Work, I. Supplies/Services and Prices, paragraph 17. Fuel Surcharge – CONUS is deleted and replace with the following:*

17. FUEL SURCHARGE – CONUS

- 1) It is the Government's intention to solicit offers with and without a fuel surcharge. Therefore an offeror must submit two sets of Distribution Pricing, one with a fuel surcharge and one without. The Government will evaluate prices with surcharge (including estimated Government expenditures associated with a fuel surcharge) and without fuel surcharge to determine the most beneficial offer. The Government reserves the right to award with or without fuel surcharge.
- 2) For prices without fuel surcharge, the offeror shall determine its offered Distribution Prices (DP) assuming a Fuel Surcharge will not be included in the resulting contract award.
- 3) For prices inclusive of fuel surcharge, the offeror shall determine its offered Distribution Prices with Fuel Surcharge (DPFS) assuming a fuel surcharge will be included in the resulting contract award. The data and table below will be used for evaluation purposes and will govern the application of the fuel surcharge if the Government determines to include a fuel surcharge in the resulting contract award.
 - Fuel Index: Department of Energy On-Highway Diesel Fuel Prices (<http://www.eia.gov/petroleum/gasdiesel/>) – see Gulf Coast price

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- **Initial surcharge will be established prior to the first ordering date and all subsequent adjustments will be made quarterly, beginning three months after first order date, and will be based on the current (at the time of adjustment) weekly index price (see also Paragraph 4 of this section).**
- Adjustment schedule: See table below.

DLA TROOP SUPPORT FUEL ADJUSTMENT CHARGE SCHEDULE	
DOE On-Highway Diesel Fuel - Gulf Coast	Fuel Surcharge Per Delivery
Less than \$3.75	\$0.00
\$3.75 – \$3.999	\$1.00
\$4.00 – \$4.249	\$2.00
\$4.25 – \$4.499	\$3.00
\$4.50 – \$4.749	\$4.00
\$4.75 – \$4.999	\$5.00
\$5.00 – \$5.249	\$6.00
\$5.25 – \$5.499	\$7.00
\$5.50 – \$5.749	\$8.00
\$5.75 – \$5.999	\$9.00
\$6.00 – \$6.249	\$10.00
\$6.25 & above	\$11.00

- 4) If award is made to an offer inclusive of fuel surcharge, the fuel surcharge schedule and terms cited herein will be included in the resulting contract.
- 5) Under an award including fuel surcharge, the surcharge would be applied as a single line item (identified as 'Fuel Surcharge') on the Contractor's invoice. The surcharge will be applied on a per-delivery stop basis, meaning one surcharge amount (in accordance with the schedule) per purchase order/delivery stop. Normally this would mean one fuel surcharge line item per invoice, however in the event multiple invoices are used for a single delivery on a single Required Delivery Date (RDD), the fuel surcharge will be charged only once for the entire delivery. In the event of re-delivery of product due to contractor error, the re-delivery will not be subject to a surcharge unless it is included as part of a subsequent regularly scheduled delivery (in which case a single surcharge will apply to the regularly scheduled delivery).

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- 6) The initial surcharge will be established by the Contracting Officer via contract modification. The initial surcharge will be determined by applying the regional Department of Energy On-Highway Diesel Fuel Price index published two weeks prior to the first ordering date of the contract to the Fuel Adjustment Surcharge Schedule. (For example, if the index price is \$4.50 two weeks prior to first ordering date, the initial surcharge amount will be \$4.00.) Subsequently the Contracting Officer will issue quarterly contract modifications to establish the fuel surcharge for each new quarter. The surcharge may increase, decrease or stay the same in accordance with the Fuel Adjustment Surcharge Schedule. The adjusted surcharge will take effect on deliveries starting the week following the modification date. Each modification will state the specific dates for which the fuel surcharge amount is in effect. Each adjustment will take effect on a Monday and expire on a Sunday **three months** later. No retroactive adjustments will be made.
3. *Amendment 0026 Page 19, #8, in reference to Statement of Work, III. Inspection and Acceptance, paragraph 3. Product Quality & Shelf Life Requirements is deleted and replaced with the following:*

PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal pack during the contract period. The SPV Contractor shall use First Expired First Out (FEFO) and/or First In First Out (FIFO) methods in accordance with its regular commercial practice. All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Products commonly sold "Chill" in the commercial market but required/identified as "Frozen" in the DLA TROOP SUPPORT item description (due to customer need) should be purchased frozen from the manufacturer. These highly-perishable and short-shelf life items may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the Contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Contractor's facility. Products required by the DLA TROOP SUPPORT Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be delivered frozen to the DLA TROOP SUPPORT customer. Unless approved by the Contracting Officer, no product shall be slow-frozen. Cottage cheese and cream cheese shall not be frozen under any circumstance.

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A. Shelf life requirements:

1. For annual pack items, products shall be from the latest seasonal pack available, and shall not be older than one year from Date of Pack/Production Date upon receipt at the Contractor facility or the immediate prior year's pack during brief "carry-over" periods in accordance with commercial practice, unless approved in advance by the Contracting Officer.
 2. For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.
 3. For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.
- B. Commercial standards shall be used to maintain temperatures appropriate for individual items. Products required to be chilled must be maintained and delivered chilled, and products required to be frozen must be maintained and delivered frozen (no product shall be slow-frozen in any case).
- C. As with any substitution, the vendor must receive the ordering activity's Government designated representative's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend shelf life.
- D. It is NOT DLA TROOP SUPPORT's Policy to grant shelf life extensions. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Contractor request for shelf life extensions are as follows:
- i. The Contractor submits written notification to the customer regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA TROOP SUPPORT and Vet Services.
 - ii. The Contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date, and Manufacturer's extended expiration date to the Contracting Officer for review/concurrence.
 - iii. The Contracting Officer as designated, replies to the Contractor with

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accept/reject of the submitted package and go or no-go for the Vet inspection request.

- iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).
- v. Items that are approved by the Vets are used by the Contractor.

E. Level of Product Quality:

1. **All items must meet the Government's item description of their assigned Government stock number. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:**
 - a. **Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).**
 - b. **Identical for portion/package size and units per pack.**
 - c. **Equivalent in respect to grade or fabrication.**

4. *Amendment 0026 Page 24, #13, in reference to Statement of Work, VI. Special Contract Requirements, paragraph 2. Management Reports, paragraph (A)(5) is changed FROM:*

The contractor will submit a report of assets (i.e., line items in its catalog) on hand, anticipated usage, average demand and assets on order. The contractor needs to be able to present real time asset visibility of their entire inventory. At a minimum the contractor will be required to submit this report on an as needed basis, however they may also be required to submit it weekly or monthly.

TO:

The contractor will submit a report of assets (i.e., line items in its DLA Troop Support catalog) on hand, anticipated usage, average demand and assets on order. The contractor needs to be able to present real time asset visibility of their entire contract catalog inventory. At a minimum the contractor will be required to submit this report on an as needed basis, however they may also be required to submit it weekly or monthly.