

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 10
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2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 14 May 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111 POC: Paulette Gary 215-737-2789	CODE SPM300	7. ADMINISTERED BY <i>(If other than Item 6)</i> SAME AS BLOCK 6
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0075
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 04/19/2013
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	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 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: <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 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 Los Angeles, San Diego, Bridgeport, CA, Yuma, AZ

On page 114, para B, the following language is deleted -

Complete the spreadsheet proposal for the ### Market Basket items...

--and replaced by:

Complete the spreadsheet proposal for the 201 Market Basket items...

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> KENNETH O'DONNELL, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

1. The following “CAUTION NOTICE” is added to page 6.

CAUTION NOTICE

This solicitation includes some provisions that differ from past DLA Troop Support solicitations. Following are notes summarizing some major new language, for information purposes. Please refer to the full text of the provisions in the body of the solicitation.

Rebates, Discounts and Price Related Provisions (See Statement of Work / Section I / paragraph 8, pages 53 to 55)

This solicitation includes a section titled Rebates, Discounts and Price Related Provisions. This section defines specific Government Rebates and Discounts, which are to be passed to the Government in the form of a reduced catalog price. It also defines exceptions to this requirement. These exceptions include earned income, qualifying early payment discounts, and limited discounts designated for customers other than the Government.

Weighting Factor (See Price Proposal Evaluation / Section I Price Proposal, Page 126)

This solicitation includes the use of a weighting factor in the Price Proposal evaluation. For purposes of the Price Proposal Evaluation, Weighted Aggregate Distribution Price and Aggregate Delivered Price are considered equal. This equality is accounted for mathematically by applying a weighting factor of 11.5 (based on current Government data) to the Aggregate Distribution Price. Each offeror’s total evaluated price will be calculated by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price to arrive at the Weighted Aggregate Unit Price.

Private Label Savings (See Statement of Work, Section VI, Special Contract Requirements/ paragraph 2. Management Reports / 12. Private Label Savings, page 101)

This solicitation includes a new management report, Private Label Savings. This report requires the Contractor to identify savings associated with using private label items, and to identify potential savings by recommending private labels in lieu of brand names for like items.

2. Under the section “OPTIONS,” page 45, the following sentence is deleted -

Acceptance of this option by the successful contractor is mandatory.

3. On page 46 Paragraph C:

Delete:

NOTE: The market basket represents approximately 80% of the yearly contract dollar value. The items which comprise this 80% of yearly contract dollars form the basis of the attached price proposal spreadsheet (Attachment 1). This spreadsheet shows, among other information, a detailed item description and the estimated yearly demand data for each item. Thus, these items represent the majority of the yearly contract value and the most important customer needs. DLA Troop Support will evaluate your offered prices, which you enter in this spreadsheet. Please take extreme care to complete this spreadsheet accurately (See instructions on page 123).

Replace with:

NOTE: The market basket represents approximately 80% of the contract dollar value per performance period. The items which comprise this 80% of contract dollars per performance period form the basis of the attached price proposal spreadsheet (Attachment 1). This spreadsheet shows, among other information, a detailed item description and the estimated demand data per performance period for each item. Thus, these items represent the majority of the contract value per performance period and the most important customer needs. DLA Troop Support will evaluate your offered prices, which you enter in this spreadsheet. Please take extreme care to complete this spreadsheet accurately.

4. On page 98, para 2, Management Reports is hereby deleted in its entirety and replaced by the following:

2. MANAGEMENT REPORTS

- A. The Contractor shall electronically transmit the following reports to the DLA TROOP SUPPORT Contracting Officer and Acquisition Specialist on a monthly basis, except as otherwise noted. All reports shall be cumulative for a one (1) month period (except as otherwise noted) and submitted no later than the seventh day of the following month, e.g., reporting period of January 1st through January 31st – the reports are due February 7th. Weekly reports shall be submitted by the Friday after the week being reported. The Contractor may be required to submit reports on an as-needed basis in addition to the regularly scheduled reports.

1) Reports received from Contractor	Frequency
(i) Fill Rate, Non Catch-Weight Items	Monthly
(ii) Fill Rate, Catch-Weight Items	Monthly
(iii) AbilityOne Subcontracting	Monthly
(iv) Vendor Catalog	Weekly
(v) Small Business	Monthly
(vi) Descending Case	Monthly
(vii) Descending Dollar	Monthly
(viii) NAPA Report	Monthly
(ix) Customer Visits	Monthly
(x) Not in Stock (NIS)	Monthly
(xi) Government Rebates and Discounts (General)	Monthly
(xii) Government Rebates and Discounts (Food Show) (Contractor will report any rebate/discount additions, deletions or changes by item)	As Required
(xiii) Earned Income Categories	(Update as applicable)
(xiv) Private Label Savings	Quarterly

These reports are reviewed by the Contracting Officer. Other performance measurements monitored include, but are not limited to, adherence to mandatory items, Contractor Performance Assessment Reports (CPARS), adherence to delivery of domestic products, and adherence to the Contractor's Food Defense Plan. The Contracting Officer has determined that routine methods are appropriate to monitor contract performance. Metrics are reported monthly to Subsistence top management who in turn reports these measurements to Command.

The following are in-depth descriptions of the major reports listed in the table:

2) Fill Rate:

The Contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, i.e. the report for March xx shall include all orders placed for deliveries 01-31 March xx. This would normally include orders placed the last day(s) of February xx. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The Contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that the fill rate could take up to three months to be calculated due to system reconciliation. However, the government's finding will serve as the final rate.

3) AbilityOne Subcontracting:

This report must list all products supplied by AbilityOne firms. Total dollars and percentages shall be highlighted within the Socioeconomic Report. Progress reports regarding these subcontracting efforts relative to AbilityOne entities are also required.

4) Small Business:

This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUB Zone small business, veteran owned small business, service disabled veteran owned small business, and AbilityOne Program. This shall be sorted by manufacturer/supplier and include quantity and dollar value and shall be sorted by the applicable business size category of the manufacturer/supplier. The workshops in Non Profit Agencies participating in the AbilityOne Program are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include direct costs. SBA must certify (a) SDB that are a part of the SBA 8(a) program; and (b) HUB Zone business.

A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DLA TROOP SUPPORT is required to report its success in meeting these goals for the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

5) Descending Case Report :

This report must list all products sold for a one-month period in descending order by case. Provides visibility of regularly purchased line items in terms of quantity, from most to least.

6) Descending Dollar :

Sorted by line item; each line to contain at a minimum the DLA TROOP SUPPORT stock number, item description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts must be totaled. This report shall be submitted by individual customer accounts AND also by the total customer base.

7) NAPA Report:

This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

8) Customer Visits

The Contractor must document their customer visits and provide a copy to the Contracting Officer.

9) Not In Stock:

This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock) for a one-month period.

10) Government Rebates and Discounts:

- a. General: The Contractor shall provide a monthly report identifying any and all Government Rebates and Discounts received by the Contractor, and the amount passed on to the Government. The Contractor must indicate the type of Government Rebates and Discounts received by the Contractor, whether they are being passed on to the Government customers consistent with its Price Proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
 - (i) This report should summarize the savings passed along to the customers in the form of general Government Rebates and Discounts. List each customer, the amount, the manufacturer/broker name, and quantity ordered. General Government Rebate and Discount figures should be listed per customer, per contract and per manufacturer.
- b. Food Show: This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Government Rebates and Discounts should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

11) Earned Income Categories:

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.

12) Private Label Savings

a. Current Savings: This section of the report will identify all “private label” items on the contract catalog and the savings (by line item and cumulative) associated with using private label versus national brand names for like items. Likewise, in the event that any private label items cost more than national brand like items, identify these items and dollar amounts.

b. Potential Savings: This section of the report shall identify other items that would be suitable for conversion to private label and the estimated cost savings, projected on a quarterly basis (by line item and cumulative). As part of the Customer Visits, the contractor will recommend items that may be switched from brand name to private label to save the customer money.

If a conversion to a private label item occurs, the item shall be included in the Current Savings section of this report as explained in paragraph A. Any private label item that is added or deleted from the catalog during the quarter must be clearly annotated on the report to include the date the action (add or delete) occurred.

Both sections of the report must include the usage quantity for the item currently on the catalog. In addition, the LSN/NAPA (if applicable), part number, item description, and price for both the private label and national brand must be provided.

5. On page 114, under “I. PRICE PROPOSAL, Paragraph C, add “Totals,” prior to “Distribution Category Pricing.”

6. On page 114, under “I. PRICE PROPOSAL, Paragraph E,” add the following prior to “Distribution Category Pricing Sheet.”

Totals Sheet:

For reference purposes, DLA Troop Support has provided offerors with a tab titled “TOTALS” on the price proposal spreadsheet. Offerors do not enter any information in this tab. This tab calculates the offeror’s aggregate offer for the base and option periods, accounting for quantities and other additional calculations. These calculations rely on the information the offeror enters into the other portions of the spreadsheet. Any incorrect information entered by the offeror, therefore, will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation: invoices, quotes and specification sheets.

Note: this is not the offeror’s total evaluated price. The total evaluated price is determined through the process described on solicitation page 126.

7. On page 122, under “ADDENDUM TO FAR 52.212-2”, Paragraph 1, remove “in the statement of work” on the last sentence.

8. On page 122 and 123, under “ADDENDUM TO FAR 52.212-2”, Paragraph 3, remove “Statement of Work” under A. Technical Factors I – IV and B. Past Performance.

9. Under “FACTOR III. FOOD DEFENSE”, page 125, the entire section is deleted and replaced with the following:

The Government will evaluate the offeror’s security plans relating to plant security and security of the product in light of the heightened threat of terrorism. The steps taken to insure that products and/or packaging have not been tampered with or contaminated throughout the entire manufacturing, storage, and distribution process will be evaluated. The DLA Troop Support Food Defense Checklist (available at http://www.troopsupport.dla.mil/subs/fs_check.pdf) will be used to evaluate the plan.

The Food Defense Plan will be considered acceptable if the score is greater than or equal to 80 for all nine elements of the DLA Troop Support Food Defense Checklist and the plan reasonably assures product integrity of all delivered products.

NOTE: If an offeror submits more than one Food Defense Plan as a result of using more than one facility to store and distribute product, each plan must be rated as acceptable in order to receive an acceptable rating for this factor.

10. Under “SECTION B - PAST PERFORMANCE”, page 125, the entire section is deleted and replaced with the following:

Customer Satisfaction and Conformance to Contract Requirements

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, 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.

The offeror’s customer surveys combined overall average score, for all provided contracts, including Government in-house records (if applicable), indicates performance greater than or equal to 3.0 on the DLA Troop Support Ops Survey and there are no issues of significance regarding contract compliance with contractual terms (e.g. non-ABILITYONE competing items and Berry Amendment non-compliance) or commercial account terms.

“3.0” is the equivalent of acceptable performance on the Subsistence customer survey and represents adequate performance.

NOTE: The Government may contact the offeror’s listed references to confirm the provided information and survey the performance of the offeror. The Government may also obtain and use past performance information from sources other than those identified by the offeror. These would be publicly available, non-confidential sources.

NOTE: Past Performance will be evaluated on an Acceptable or Unacceptable basis. 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.”

11. 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 04/21/2013, 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 03/24/2013, if such inventory cost/price equals the delivered price for the last received product?

12. On pages 92, 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 45, 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.

14. On page 82, 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.

15. On page 46, 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.

16. On page 47, 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.

17. On page 93, paragraph 3.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.

18. On page 115, 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.

19. On page 125, 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.