

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   6	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 07/02/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Sean Gemmell FTAA/215-737-4469		CODE SPM300	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. SPM300-13-R-0047	
			✓	9B. DATED (SEE ITEM 11) April 15, 2013	
				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 ONE 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 1 copies to the issuing office.

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

PRIME VENDOR SUPPORT FOR NORTH CAROLINA SOLICITATION SPM300-13-R-0047 IS HEREBY AMENDED.

See changes on page 2 through 6.

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 SIGNER (Type or print) SEAN GEMMELL, 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

THIS AMENDMENT (0011) CONTAINS TWO SECTIONS: SECTION I, WHICH CONTAINS ACTUAL REVISIONS (ADD/CHANGES/DELETIONS) TO THE SOLICITATION AND AMENDMENT 0004 AND AMENDMENT 0010. SECTION II, CONTAINS CLARIFICATIONS AND REVISIONS TO ANSWERS PREVIOUSLY PROVIDED IN AMENDMENT 0008.

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**SECTION I:**

1.) Solicitation page 37, DLAD 52.246-9044 is version Nov 2011 version instead of Jan 2013.

*52.246-9044 – SANITARY CONDITIONS (NOV 2011) – DLAD*

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the military medical service or by other Federal agencies recognized by the military medical service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <http://vetcom.amedd.army.mil/>). Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the worldwide directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the worldwide directory and/or other Federal agency’s listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat and Poultry Inspection Directory,” published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp) .

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on

the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs” published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/POULTRY/Grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at [http://www.fsis.usda.gov/Regulations\\_&Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “USDC Participants List for Firms, Facilities, and Products,” published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://seafood.nmfs.noaa.gov)). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/FoodSafety/Product-SpecificInformation/MilkSafety/FederalStatePrograms/InterstateMilkShippersList/default.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/FoodSafety/Product-SpecificInformation/MilkSafety/NationalConferenceonInterstateMilkShipmentsNCIMSMoelDocuments/PasteurizedMilkOrdinance2007/default.htm>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service,” published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm> ) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at <http://www.fda.gov/Food/FoodSafety/Product-SpecificInformation/Seafood/FederalStatePrograms/InterstateShellfishShippersList/default.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161; 1-800-553-

6847; or download from web site: <http://www.apd.army.mil/>.) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <http://vetcom.amedd.army.mil/>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By," "Manufactured For," etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

2.) On page 2 of AMENDMENT 0004, Alt I to FAR 52.204-7 is removed.

3.) On page 10 of AMENDMENT 0010, correct reference to ordering period to 24 months instead of 22 months.

**252.216-7006 -- Ordering. (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from up to 24 months after the effective date of the contract to coincide with the 24 month base period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

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**SECTION II:**

The following are provided to clarify and/or revise the answers previously provided in Amendment 0008. Offerors are reminded that all answers are provided for clarification purposes only and do not change the requirements in the solicitation.

1. The answer to question 9 is replaced as follows:

**REFERENCE:** DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)

9. **VENDOR QUESTION:** Is there any restriction on the mechanism or entity through which Private Label Holders set the price for invoices that establish delivered price? For example:

- a. May such distributors set the price of their products through intermediaries who do not directly manufacture or grow the product?

**DLA Troop Support Answer:** Yes. A distributor that meets one of the definitions of Private Label Holder may set its price as it sees fit, provided it is done in a commercial marketplace and the price is input in its system as the starting basis for all customer pricing, as required in the definition of Delivered Price.

- b. May such distributors set price through the use of a distributor business unit or affiliated organization?

**DLA Troop Support Answer:** Yes; see above answer.

- c. May such distributors set price through the use of a price list?

**DLA Troop Support Answer:** Yes; see above answer.

2. Questions 54 and 61 are revised as follows:

**REFERENCE:** SUPPORTING PRODUCT INFORMATION, A. Invoices/Quotes.

54. **VENDOR QUESTION:** Is there any minimum number of weeks that a quote must last to be considered valid?

**DLA Troop Support Answer:** To be considered a valid quote, the price should be in effect for a period of time consistent with the period of time a quote for such item is normally valid in the commercial marketplace, and the offeror must be willing to hold this price through final proposal revisions (at least as long as the 271 day period specified for Period for Acceptance of Offers in paragraph 2 of the Addendum to FAR 52.212-1). If awarded the contract, the quoted price (or lower price if available) must be held through the initial catalog and the product must be available to our customers.

**61. VENDOR QUESTION:** Confirm that there is no minimum time for the duration of a quote period.

**DLA Troop Support Answer:** To be considered a valid quote, the price should be in effect for a period of time consistent with the period of time a quote for such item is normally valid in the commercial marketplace, and the offeror must be willing to hold this price through final proposal revisions (at least as long as the 271 day period specified for Period for Acceptance of Offers in paragraph 2 of the Addendum to FAR 52.212-1). If awarded the contract, the quoted price (or lower price if available) must be held through the initial catalog and the product must be available to our customers.

3. Questions 55, 58, and 59 remain unchanged. DLAD 52.216-9064 and related pricing provisions define Delivered Price as the most recent “commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the Contractor’s purchasing system as the starting basis for its pricing to customers...” and require that “the delivered price to [the contractor’s] delivering warehouse” is “identical to the delivered price of such product sold at the same time to its other customers.” The definition of Standard Freight states that standard freight may include interdivision transfers between the contractor’s warehouses “provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system.” This language requires delivered price to be identical to the single price in the contractor’s system for its delivering warehouse, not a or any price into the contractor’s corporate distribution network.