

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
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 _____ 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.
	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 _____ copies to the issuing office.

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

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

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I. EVALUATION SPREADSHEET

- A. The amended price proposal workbook consists of three tabs: “TOTALS”, “MARKET BASKET”, and “DISTRIBUTION WORKSHEET.”
1. The TOTALS tab calculates the offeror’s aggregate offer, pulling information from the other two tabs.
 2. The MARKET BASKET tab lists each market basket item along with demand data, measured in cases, for the base and option period(s).
 3. The DISTRIBUTION WORKSHEET lists each distribution category, along with demand data, measured in cases, for the base and option period(s). The demand data in this tab, for each distribution category, is a compilation of each market basket item in that category.
- B. The solicitation spreadsheets should be filled out as follows:

NOTE: The offeror shall not add any columns or rows, or otherwise modify any cell positions in any of the solicitation spreadsheets.

TOTALS:

DLA Troop Support has provided offerors with a tab titled “TOTALS” inside the price proposal workbook. Offerors do not enter information in this tab. Rather, this tab calculates the offeror’s aggregate offer, based on the information contained in the other two tabs.

These calculations include base and option period(s) as well as quantity adjustments which derive from alternate offers. These calculations rely on the information the offeror enters into the other portions of the spreadsheet; any incorrect information, 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 129.

MARKET BASKET:

This sheet includes fields pre-populated by DLA Troop Support, fields to be populated by the offeror, and fields that are formulated to calculate values based on the offeror’s submission. Pricing shall be offered in accordance with the pricing provisions of the solicitation (see page 33), i.e. $\text{Contract Unit Price} = \text{Delivered price} + \text{Distribution Price} - \text{Government Rebates and Discounts}$.

1. DLA Troop Support populated fields are as follows (Columns A – F, L and T):

A	Line Item – item number in the Market Basket
B	Stock # – Local Stock Number (LSN) requirement
C	Item Name – basic concept of the item of supply within a specific federal supply class (FSC)
D	Description – unit package size, units per purchase pack, grade or fabrication
E	Required NAPA Brand – mandatory brand name, if applicable
F	UNADJUSTED ANNUAL QTY (CS) – projected yearly usage data per case
L	Distribution Price Category # – specific Distribution Price Category # (see Distribution Worksheet for full description of each category)
S	DIST. CATEGORY UoM –the corresponding Distribution Price Category to the # listed in column L
T	Eval. UoM – unit used for evaluation purposes. E.g. offerors will see how DLA will compare offers. E.g. price per pound, can, gallon, etc.
V	Eval. UNITS (HISTORIC) – the number of units (shown in column T) that have historically been within the case currently purchased by DLA Troop Support. E.g. For meat items, this will be the number of pounds in a case.

NOTES:

- a) All offered items must be a close match to the solicited LSN specification requirements to include item description, unit package size, units per purchase pack, grade or fabrication. If the offeror's proposed item does not closely adhere to the current requirement, it will not be considered an acceptable item. If the offeror's proposed item matches a different DLA Troop Support LSN, please provide that LSN.
- b) Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

- c) **Offerors shall not convert pricing to match the solicited LSN specification requirements when proposing an item. Any conversion will be done by DLA Troop Support and will be for evaluation purposes only. E.g. the spreadsheet amount should match the invoice/quote.**
- d) If a proposed item falls into a different Distribution Price Category, it should be priced on the Price Proposal sheet as per the proposed item. If the Government determines that the proposed item meets the acceptable variance, it will adjust the Distribution Price Category for that specific line item.
2. The Offeror shall complete the following fields for each line item (Columns O, P, and W):
- Delivered Price
- O Actual Material Cost (CS) – most recent manufacturer, grower or private label holder commercial price **per case** that is input in the Contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific standard freight, distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s various customers. If the Contractor normally purchases this item by the pound, please multiply the pound price by the number of pounds on the accompanying invoice. All quotes should reflect cases prices. Alternatively, If an offeror substantiates its price with a quote for a catch weight item, the Evaluation Units per Case shall be the average case size for that item.
- P Standard Freight (CS) – transportation charge per case for delivery from the manufacturer/grower/private label holder to the SPV Contractor (may also include inter-division transfers between the SPV Contractor’s warehouses)
- W Evaluation Units per Case – # of Evaluation Units of Measure (Column T) the Contractor is offering per case. E.g., this is the number of pounds per case, gallons per case, etc. If offering the actual requirement, this number should match the number in column V.

NOTE:

- i. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed for Actual Material Cost (Column O) and Standard Freight (Column P). For example, an Actual Material Cost of \$45.782 plus a Standard Freight of \$2.232 should be rounded to \$45.78 and \$2.23.

- ii. Evaluation Units per Case (Column W) must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed.
 - iii. For catch weight items, the Evaluation Units per Case (Column W) shall be the number of units per case on the offeror's invoice used to substantiate the line item. If an offeror substantiates its price with a quote for a catch weight item, the Evaluation Units per Case shall be the average case size for that item.
3. Prepopulated fields correlated to the Unadjusted Annual Quantity (Column F) and the Evaluation Units per Case (Column W) are as follows (Columns G, I, J and K):
- G Annual Estimated Quantity (CS) Adjusted for Case Size Variance – Unadjusted Estimated Annual Quantity (Column F) modified based on the Contractor's offered Evaluation Units per Case (Column W) vs. required units per case (see Column D for requisite description)
 - H Distribution Quantity Adjusted for Case Size Variance – If Distribution Category UoM (Column S) is LB, then it equals Evaluation Units per Case (Column W) multiplied by Annual Quantity (CS) Adjusted for Case Size Variance (Column G). If Distribution Category UoM (Column S) is CS, then it equals Annual Quantity (CS) Adjusted for Case Size Variance (Column G).
 - I Base Estimated Quantity (CS) Adjusted for Case Size Variance – Unadjusted Estimated Annual Quantity (Column F) modified based on the Contractor's offered Evaluation Units per Case (Column W) vs. required units per case (see Column D for requisite description) per base period
 - J Option 1 Estimated Quantity (CS) Adjusted for Case Size Variance – Unadjusted Estimated Annual Quantity (Column F) modified based on the Contractor's offered Evaluation Units per Case (Column W) vs. required units per case (see Column D for requisite description) per option 1 period
 - K Option 2 Estimated Quantity (CS) Adjusted for Case Size Variance – Unadjusted Estimated Annual Quantity (Column F) modified based on the Contractor's offered Evaluation Units per Case (Column W) vs. required units per case (see Column D for requisite description) per option 2 period.

4. Fields that will be calculated are as follows (Columns Q, U, Y, Z and AA):

Q	Delivered Price (CS) – Actual Material Cost per CS (Column O) plus Standard Freight per CS (Column P)
U	Price per Evaluation Unit – price per Evaluation UoM (Column T)
Y	Aggregate Base Delivered Price (CS) – total delivered price per case for the base period (Column Q * Column I)
Z	Aggregate Option 1 Delivered Price (CS) – total delivered price per case for the option 1 period (Column Q * Column J)
AA	Aggregate Option 2 Delivered Price (CS) – total delivered price per case for the option 1 period (Column Q * Column K)

5. The Government will evaluate Delivered Price per CS only. If the spreadsheet calculated Delivered Prices per CS (Column Q) are not the prices you intend to propose, please contact the Contracting Officer immediately.
6. The items on the spreadsheet represent the contract market basket, i.e. the highest usage items as well as items listed under the Basic Daily Food Allowance (BDFA) listing. These items will represent the initial contract contractor catalog, at the prices proposed and awarded (reduced by the application of all applicable Government Rebates and Discounts). This means that the Contract Unit Prices in the initial contract order catalog shall be equal to or less than the awarded unit prices and this catalog will initiate the catalog baseline prices. Estimated annual quantities for the items are for information and evaluation purposes only.
7. **If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's minimum requirements, except that Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/NAPA that is listed in the Market Basket, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.**

NOTE: DO NOT deduct NAPA, Food Show or any other Government Rebates and Discounts from the delivered price on your price proposal. However, the actual Contract Unit Prices in the awarded contract order catalog shall include and be reduced by all applicable Government Rebates and Discounts.

DISTRIBUTION WORKSHEET:

1. DLA Troop Support prepopulated fields are as follows (Columns B – F):

- | | |
|---|---|
| B | Cat. # – Distribution Price category number |
| C | Category Description – description of the food category |
| E | Distribution Price Category Unit of Measure – unit used to calculate the quantity in its respective category |
| F | # Items in Category – number of items in the Market Basket that are cataloged within a specific Distribution Price category |

2. The Offeror shall complete the following fields for the Distribution Price categories (Columns G, H and I):

- | | |
|---|--|
| G | Base Distribution Category Price – fixed Distribution Price per UoM (Column E) for the base period |
| H | Option 1 Distribution Category Price – fixed Distribution Price per UoM (Column E) for the option 1 period |
| I | Option 2 Distribution Category Price – fixed Distribution Price per UoM (Column E) for the option 2 period |

NOTES:

- a) The Distribution Prices must be offered as a dollar amount. Distribution Prices offered as a percentage are not acceptable.
- b) Prices must not extend more than two (2) places to the right of the decimal point.
- c) Option pricing shall be provided for the Distribution Price portion of the Contract Unit Price only. Acceptance of the option is mandatory, and if an offeror does not submit option terms or indicate acceptance, the offeror's proposal may be rejected.

3. Prepopulated field correlated to the Market Basket quantities (Column K):

K Annual Quantity (Adjusted) – annual quantity per UoM (Column E) for all items in the Market Basket that are cataloged within a specific category

4. Fields that will be calculated are as follows (Columns L, M and N):

L Base Total Distribution – total Distribution Price per Distribution Price category for the base period (Column G * Column K)/12*L3

M Option 1 Total Distribution – total Distribution Price per Distribution Price category for the option 1 period (Column H * Column K)/12*M3

N Option 2 Total Distribution – total Distribution Price per Distribution Price category for the option 2 period (Column I * Column K)/12*N3

5. The awarded Distribution Prices shall remain fixed for each applicable contract ordering period. Proposed Distribution Prices may remain the same, increase, or decrease for the option period.

6. The offeror shall input its name in cell D5.

II. REVERSE AUCTION

1. *Solicitation Page 109, Solicitation Provisions, Addendum to FAR 52.212-1 the following paragraph is added:*

Add: Paragraph (m), *Reverse Auction:*

52.215-9023 – REVERSE AUCTION (OCT 2013) – DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used

in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.

- (4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.
- (5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.
- (6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.
- (7) Training:
- (i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.
 - (ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.
2. *Solicitation Page 118, Solicitation Provisions, Addendum to FAR 52.212-1 the following paragraph is added:*

Add: Paragraph (n), *Reverse Auction Instructions*:

For solicitation SPM300-13-R-0059, offerors will submit Final Price Proposal Revisions through a reverse auction. The reverse auction establishes the final offered prices from each offeror. DLAD Provision 52.215-9023(a) states "the reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror." For purposes of this acquisition, "final offered prices," as used in this provision, means the Total

Evaluated Price and is the Weighted Aggregate Unit Price for the basic requirement and each option period. (see solicitation page 129). The award decision will be made in accordance with the evaluation factors as set forth in the solicitation on page 129

MANDATORY PRODUCTS

3. *Solicitation Page 46, Ability One Mandatory Items, the language have been deleted and is hereby replaced with the following procedures for updating the DLA Troop Support Subsistence Prime Vendor catalogs for the Subsistence Prime Vendor Ability One Mandatory Procurement List (MPL):*
 - A. All changes to the DLA Troop Support Subsistence Prime Vendor Ability One MPL will be made on the DLA Troop Support Subsistence Ability One webpage.
 - B. The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), Ability One approved contractors and/or purchase exceptions.
 - C. There is a general Ability One Program website within the DLA Troop Support Subsistence web, and within the general Ability One Program website there are two websites, one for food items and one for non-food items. The web sites are:

General website:

<http://www.troopsupport.dla.mil/subs/pv/manprod/index.asp>

Food items website:

http://www.troopsupport.dla.mil/subs/pv/manprod/man_prod.pdf

Non-food items website:

http://www.troopsupport.dla.mil/subs/pv/manprod/man_prod_nonfood.pdf
 - D. Prime Vendor contractors will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor contractors to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally changes to the MPL will be bolded for easy identification. Prime Vendor contractors shall confirm receipt of this e-mail notification.
 - E. DLA Troop Support Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same” product characteristics. For CONUS Prime Vendors, if the removal and replacement

will take longer than 30 days after notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with details for the delay. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer with current details of issues (outstanding orders, product in the 'pipeline, etc.) and provide the date when the catalogs will be updated. Contracting Officers will notify the Subsistence Ability One Team.

- F. Any other commercial equivalent product with “essentially the same” product characteristics cannot be sold to the DLA Troop Support customers under this contract. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items on the MPL.

The following criteria should be used in determining if a commercial product is “essentially the same” as an Ability One MPL item:

1. It has effectively the same form, fit and function.
2. The Ability One and commercial products may be used for the same purpose.
3. The Ability One and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the Ability One product and commercial product are not significantly different from one another.

The only potential exception to this requirement is identified in paragraph G below.

- G. If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. Contracting Officers will notify the Subsistence Ability One Team.
- H. Payments shall be made directly to the MPL designated source.
- I. Monthly MPL Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to each Prime Vendor for each of their catalogs and to each administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. Prime Vendor contractors will be notified of non-compliances.