

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0020	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	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. SPE30016R0033
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2016 NOV 23
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	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 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 APPLIES ONLY TO MODIFICATIONS 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.
<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 issuing office.

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

Opening/Closing Date Changed to:  
 2016 NOV 23 / 2018 MAR 06  
 TIME 3:00 PM  
 See Attached Continuation Sheet(s).

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)

1. The following are revisions (adds/changes/deletions) to solicitation:

NAPA discounts will not be evaluated for the Option periods. Therefore, the Market Basket Price Proposal spreadsheet and Statement of Work language are revised to reflect the Option periods within the NAPA discounts included. The Solicitation, Attachment 3, Revised Market Basket, as amended via Amendment 0011 is hereby replaced in its entirety, see Attachment 1.

Amendment 0006, page 9, ITEM PRICING TAB columns X and Y, delete the following:

X. OPTION 1 UNIT PRICE LESS NAPA DISCOUNT - (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the option 1 (column T) less the NAPA discount (column M). All fields are based on Distribution Category Unit of Measure.

Y. OPTION 2 UNIT PRICE LESS NAPA DISCOUNT - (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the option 2 (column U) less the NAPA discount (column M). All fields are based on Distribution Category Unit of Measure.

And replaced with:

X. OPTION 1 UNIT PRICE - (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the option 1 (column T). All fields are based on Distribution Category Unit of Measure.

Y. OPTION 2 UNIT PRICE - (DLA Troop Support Formula) This is the delivered price (column R) plus the distribution price for the option 2 (column U). All fields are based on Distribution Category Unit of Measure.

2. South Carolina, Statement of Work, page 15, paragraph 1. Rebates/Discounts and Price-Related Provisions, under paragraph A, the following notes are added:

NOTE: Offered rebate/discount/deviations/ must meet the following conditions:

If an item(s) containing a rebate/discount/deviation is deleted, changed, or replaced, the Prime Vendor shall notify the Contracting Officer in advance via email with the reason(s) for the proposed action. The Prime Vendor must assign a rebate/discount/deviation with the same benefit as the original offered item for similar or replacement item(s). The rebate/discount/deviation must be provided for the balance of time remaining on the original offered rebate/discount/deviation. The Contracting Officer retains the sole discretion to determine similar or replacement items. If an item containing a rebate/discount/deviation is deleted, changed, or replaced and the discount cannot be applied to a new item, the PV must provide reimbursement to DLA Troop Support for the savings that DLA projects based on the original items' rebate/discount/deviation based on the estimated usage minus the benefit for the quantity of the rebate/discount/deviation already received. This requirement may be waived by the Contracting Officer on a case-by-case basis, for example if the replacement was at not the fault of the contractor.

NOTE: Regardless of the length of the discount offered, DLA Troop Support will only evaluate rebates/discounts/deviations for the base period, or maximum of seven hundred thirty (730) days. The rebate/discount/deviation offered will be reduced to seven hundred thirty (730) days for all offerors proposing a longer rebate/discount/deviation period.

3. South Carolina, Amendment 0006, page 5 under paragraph R, page 8 under paragraph N, page 11 under paragraph T, and page 13 under paragraph S, the following notes are added:

NOTE: Offered rebate/discount/deviations/ must meet the following conditions:

If an item(s) containing a rebate/discount/deviation is deleted, changed, or replaced, the Prime Vendor shall notify the Contracting Officer in advance via email with the reason(s) for the proposed action. The Prime Vendor must assign a rebate/discount/deviation with the same benefit as the original offered item for similar or replacement item(s). The rebate/discount/deviation must be provided for the balance of time remaining on the original offered rebate/discount/deviation. The Contracting Officer retains the sole discretion to determine similar or replacement items. If an item containing a rebate/discount/deviation is deleted, changed, or replaced and the discount cannot be applied to a new item, the PV must provide reimbursement to DLA Troop Support for the savings that DLA projects based on the original items' rebate/discount/deviation based on the estimated usage minus the benefit for the quantity of the rebate/discount/deviation already received. This requirement may be waived by the Contracting Officer on a case-by-case basis, for example if the replacement was at not the fault of the contractor.

NOTE: Regardless of the length of the discount offered, DLA Troop Support will only evaluate rebates/discounts/deviations for the base period, or maximum of seven hundred thirty (730) days. The rebate/discount/deviation offered will be reduced to seven hundred thirty (730) days for all offerors proposing a longer rebate/discount/deviation period.

4. All references to February 2017 NAPA Catalog are hereby changed to June 2017. For initial evaluation purposes, all offers were evaluated using June 2017 NAPA Catalog. All future evaluations will use the most recent published NAPA Catalog at the time of evaluation.

5. South Carolina, Statement of Work, page 97, Price proposal Evaluation, I. Price Proposal, The following language is hereby deleted:

"The Adjusted Base Aggregate Total is calculated as follows: the Annual Qty - adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of the base period, i.e. 24 months. This figure will then be multiplied by the base unit price to arrive at the Base Aggregate

**CONTINUED ON NEXT PAGE**

Total for each line item in the Market Basket (ITEM PRICING Tab). The Base Aggregate Total for each line item in the Market Basket is then reduced to account for any rebate(s)/discount(s)/deviation(s) offered; this is the Adjusted Base Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Adjusted Base Aggregate Total for each line item in the Market Basket is then added together to achieve the Adjusted Base LS Tab) for the entire base period.

The Option 1 Aggregate Total is calculated as follows: the Annual Qty - adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of option period 1, i.e. 12 months. This figure will then be multiplied by the option period 1 unit price to arrive at the Option 1 Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Option 1 Aggregate Total for each line item in the Market Basket is then added together to achieve the Option 1 Aggregate Total, (TOTALS TAB) for the entire option 1 period. The Option 2 Aggregate Total is calculated as follows: the Annual Qty - adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of option period 2, i.e. 24 months. This figure will then be multiplied by the option period 2 unit price to arrive at the Option 2 Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Option 2 Aggregate Total for each line item in the Market Basket is then added together to achieve the Option 2 Aggregate Total, (TOTALS TAB) for the entire option 2 period."

And replaced with

The Adjusted Base Aggregate Total is calculated as follows: the Annual Qty - adjusted for offered item size divided by 12 months to arrive at a monthly quantity. The monthly quantity is then multiplied by the length of the base period, i.e. 24 months. This figure will then be multiplied by the base unit price less NAPA discount to arrive at the Base Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Base Aggregate Total for each line item in the Market Basket is then reduced to account for any rebate(s)/discount(s)/deviation(s) offered; this is the Adjusted Base Aggregate Total for each line item in the Market Basket (ITEM PRICING Tab). The Adjusted Base Aggregate Total for each line item in the Market Basket is then added together to achieve the Adjusted Base Aggregate Total (TOTALS Tab) for the entire base period.

6. South Carolina, Amendment 0007,

SUBMISSION REQUIREMENTS, NON-PRICE PROPOSAL - VOLUME I, SECTION B - PAST PERFORMANCE, page 79, the following language is hereby deleted:

The following information is required for all of the contracts or customer accounts submitted during the timeframe from November 1, 2013 through October 31, 2016:

- a. Contracting Agency / Account Name
- b. Contract Number / Account Identifier
- c. Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
- d. Annual Dollar Value
- e. Average number of customers ordering per week
- f. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- g. Average number of line items/SKUs on the contract/catalog
- h. Instances of problems and the actions taken to resolve and preclude recurrence
- i. Any instances of exceptional performance exceeding requirements
- j. Fill Rate without substitutions
- k. Socioeconomic performance (goals and actuals)

NOTE: If more than one facility will be used to store and/or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

And replaced with:

The following information is required for all of the contracts or customer accounts submitted during the timeframe from November 1, 2013 through the date that offers must be submitted under this solicitation:

- a. Contracting Agency / Account Name
- b. Contract Number / Account Identifier
- c. Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
- d. Annual Dollar Value
- e. Average number of customers ordering per week.
- f. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- g. Average number of line items/SKUs on the contract/catalog
- h. Instances of problems and the actions taken to resolve and preclude recurrence
- i. Any instances of exceptional performance exceeding requirements
- j. Annual Fill Rate without substitutions
- k. Annual Socioeconomic performance (goals and actuals)

NOTE: If more than one facility will be used to store and/or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

7. South Carolina, Statement of Work, ADDENDUM TO FAR 52.212-2, para 3(d) Evaluation Procedures: (1) Summary, page 92, the following is added at the end of the paragraph: Any offeror that receives an Unacceptable rating, on any individual factor, may not be eligible for award.

8. South Carolina, Statement of Work, SOLICITATION PROVISIONS, ADDENDUM TO FAR 52.212-1, paragraph 2, page 71, the

Period for Acceptance of Offers is extended through May 11, 2018.

III. Questions and Answers

Amendment 0018, Section II - Questions and Answers, Question #1a states:

1a. Question: Please clarify. Does this mean that the rebates, discounts, deviation must be effective for the entire duration of the base term period and all subsequent option periods?

This is problematic as it is highly unlikely a supplier would extend a significant allowance for up to 5 years.

The answer provided in Amendment 0018 is deleted and replaced with the following:

Answer: Rebates/discounts/deviations are not required to be effective for the entire duration of the base period. In order to be considered for proposal evaluation purposes, rebates/discounts/deviations must not be contingent. A rebate/discount/deviation will be considered in the evaluation only for the number of days that the rebate/discount/deviation is valid in the base period. See subsection Q. of the "Item Information Tab" which require the Offeror to fill in the number of days the rebate/discount/deviation is valid. Please note, rebates/discounts/deviations will only be evaluated for the base period, or a maximum of 730 days.

REMINDER: Offered pricing that is submitted using DLA Troop Support Quote Summary Spreadsheet must be within 75 days prior to the closing date of the solicitation. Offered pricing that is submitted using the DLA Troop Support Invoice Summary Spreadsheet must be dated within 90 days of solicitation closing date.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

**Attachments**

**List of Attachments**

File Name	Description
ATTACH.	Blank Market Basket.xlsx