

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES 1   2
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2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE Aug 1, 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: William Orwat/215-737-4274	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-0049
	<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 CONUS Prime Vendor for Navy Ships in and around Naval Base San Diego  
 See page 2.

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> THOMAS E. HALEY, 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. In Amendment 2, pages 8 and 12, both items 14 and 27 updated the paragraph about past performance. The updates are combined and clarified under "SECTION B - PAST PERFORMANCE," page 136, as follows:***

#### 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, 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.

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.

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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."

***2. On page 44, "4.CATALOG & MARKET BASKET ITEMS," Paragraph A, after the 4th sentence add the following:***

Catalog compliance means that the Contractor is able to source all items requested by the Navy for the MLL.