

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0022	3. EFFECTIVE DATE 10/11/2018	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)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30017R0011
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2016 NOV 28
	<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.)

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

1. All references to "Start-up/Implementation Period" are hereby replaced with "Start-up/Implementation Period/Transition Plan."
2. Texas/New Mexico Statement of Work (SOW), Section V. ORDERING and DELIVERIES & PERFORMANCE and Amendment 0011, Number 16, V. ORDERING and DELIVERIES & PERFORMANCE, 1. START-UP/IMPLEMENTATION PERIOD, paragraph B are hereby deleted and replaced with the following:
- V. ORDERING and DELIVERIES & PERFORMANCE
1. START-UP / IMPLEMENTATION PERIOD/TRANSITION PLAN
- A. A start-up/implementation period of up to 4 months (or 120 days) is allowed. 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.
- B. The new contractor's 120-day start-up period is defined as the timeframe which begins immediately after award and ends as the first order is placed. Within this timeframe the new contractor shall be fully operational to support all customers listed in this solicitation. The start-up/implementation period is the period in which the contractor shall source and add, at fair and reasonable prices, the balance of the required catalog items, complete its ability to fully execute all EDI transactions and interact with STORES, and fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least 30 days prior to the first order date. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. An additional 80 days may be granted for complete implementation. At a minimum, the following milestones for implementation will be met by the contractor.
- Provide implementation plan: within 10 days of contract award
- Post award conference: within 20 days of contract award
- Visit customers/catalog scrub: within 30 days of contract award
- Submit a complete 832 transaction: 90 days after contract award
- Submit phase-out plan to Contracting Officer: 90 days after contract award
- Ensure Access to all Bases: 110 days after contract award
- Receive first order: up to 120 days immediately after contract award
- C. During the start-up/implementation period, the incumbent Contractor will remain the principal source of food and non-food supplies. Notwithstanding other provisions of any resultant contract, performance failure during this period may result in termination for cause. In unusual or emergency circumstances, the new Contractor may consider procuring residual levels of inventory from the incumbent as an initial basis for creating a catalog of items. It is the Government's intent to have all orders placed under the new Contractor's contract when the incumbent contract expires.
- During the start-up/implementation period, the incumbent Contractor is expected to maintain inventory at a level to ensure a 98.5% overall fill rate as required by the contract. Not-in-Stock (NIS) items should be limited.
- The Contractor shall submit a comprehensive phase-out plan to the PCO in accordance with the requirements set forth in this SOW. The services required in the phase-out plan will only be exercised in the event of a transition i.e. at contract end or termination. If the Contractor succeeds itself in a subsequent acquisition for the same or similar services, the phase out plan will not be utilized. The Contractor shall identify Points of Contact (PoCs) that have the experience, expertise, and authority to execute the plan.
- D. The Government reserves the right to coordinate a post award conference to be hosted by the awardee within the start-up/implementation period. The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the chairperson.
- E. Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract start-up/implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the Contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the start-up/implementation period, the Contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the Contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.
- Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the Contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive

notice of such a requirement.

3. Texas/New Mexico Statement of Work (SOW), Section V. ORDERING and DELIVERIES & PERFORMANCE, paragraph 15 is added:

15. FEMA Order Tracking

A. In order to facilitate tracking of shipments for Federal Emergency Management Agency (FEMA) orders, the following information is required within 3 hours of material shipment: commercial bill of lading (CBL), delivery order (DO) number, trailer number, trailer license plate number, trailer license plate state, seal number, origin facility, destination facility, estimated delivery date/time, actual shipped date/time, comments. A sample spreadsheet is attached.

B. For orders shipped directly to destination by the Prime Vendor, the information shall be emailed to FEMA-TRACC-HQFEMA-TRACC-HQ@fema.dhs.gov with a copy to Kaitlin.Overstreet@associtates.fema.dhs.gov and Kathleen.Bareswilt@associates.fema.dhs.gov

C. For orders shipped using trailers provided by DLA Distribution, the information shall be emailed to the DLA Distribution Vendor Shipment Module (VSM) office at delivery@dla.mil.

4. The following additional clause is set forth in full text:

52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)

(a) Definitions. As used in this clause--

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil/>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil/>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number (s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

5. The following Customers/Delivery Points are hereby deleted from the Solicitation:

KIRTLAND AFB, NM

1. Gibson Child Development Center
8101 Gibson Blvd between 7:30 AM - 2:30 PM
Bldg. 20160
Kirtland AFB, NM 87117

POC: Casandra Helms
(505) 846-1103
Ship to DoDAAC: FT9511
1 Delivery per week (Wednesday)
Between 7:30 AM - 2:30 PM

2. Maxwell Child Development Center
1450 Maxwell Avenue
Bldg. 1914
Kirtland AFB, NM 87117
POC: Mariela Jaramillo
(505) 853-5521/3945
Ship to DoDAAC: FT9512
3 Deliveries per week (Monday, Wednesday & Friday)
Between 6:00 AM - 1:00 PM

3. Kirtland Youth Center
8001 G Avenue Friday) between 6:30 AM - 10:30 AM
Bldg. 20234
Kirtland AFB, NM 87117
POC: Juana Scribner
(505) 846-9008
Ship to DoDAAC: FT9513
3 Deliveries per week (Monday, Wednesday & Friday)
Between 6:30 AM - 10:30 AM

CANNON AFB, NM

1. Cannon Child Development Center
(CDC #1) Friday) between 7:30 AM - 10:30 AM
1435 D.L. Ingram Blvd.
Bldg. 335
Cannon AFB, NM 88103
POC: Denise Vanderwarker/Vanessa Nieves
(575) 784-7650
Ship to DoDAAC: FT9483
3 Deliveries per week (Monday, Wednesday & Friday)
Between 7:30 AM - 10:30 AM

2. Child Development Center
#2 Chavez
101 James Boatwright
Bldg. 7019 (Behind the Fire Station)
Cannon AFB, NM 88103
POC: Denise Vanderwarker/Jennifer Garrett
(575) 784-7650
Ship to DoDAAC: FT9484
3 Deliveries per week (Monday, Wednesday & Friday)
Between 7:30 AM - 10:30 AM

3. School Age Care
333 D.L. Ingram Blvd.
Cannon AFB, NM 88103
POC: Julia Sanchez
(575) 784-2747
Ship to DoDAAC: FT9571
3 Deliveries per week (Monday, Wednesday & Friday)
Between 7:00 AM - 9:00 AM

HOLLOMAN AFB, NM

1. 355 SVS/SVMF
CDC East
226 Patterson Drive
Bldg. 648
Holloman AFB, NM 88330
POC: Victoria Duran
(575) 572-7551
Ship to DoDAAC: FT9469
3 Deliveries per week
(Monday, Tuesday & Friday)
Between 7:00 AM - 10:00 AM

2. 355 SVS/SVMF
CDC West
220 Patterson Drive
Bldg. 650

Holloman AFB, NM 88330
 POC: Victoria Duran
 (575) 572-7551
 Ship to DoDAAC: FT9468
 2 Deliveries per week (Monday, Tuesday & Wed)
 Between 6:30 AM - 9:00 AM

6. DELETED MARKET BASKET ITEM

On the Price Proposal Spreadsheet, line item 82 (highlighted in red) is hereby deleted from the Market Basket.

82	891001E296975	EGG MIX, SCRAMBLED, LIQ, CHL, PAST, SEAS, 2/20 LB CO
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7. ADDED MARKET BASKET ITEMS

93	894001E192138	TOPPING MIX, CAPPUCCINO, PDR, 8/32 OZ PG, FOR DISP
94	892001E590635	BISCUITS, SOUTHERN STYLE, FZN, RTB, PLACE & BAKE, 216/2.2 OZ EA
95	890501E392912	BEEF RD, TOP, CHL, UNTRIMMED, 3/18-24 LB EA, N#168
96	891001E090133	CHEESE, MOZZ, P/S, SHRD, CHL, 4/5 LB PG
97	890501E390934	BEEF LOIN, STRIP STK, BNLS, CC, CHL, US CH GR, 20/8 OZ EA, N#1180A

On the Price Proposal Spreadsheet, line items 93 through 97 are hereby added to the Market Basket. Offeror must submit pricing and required supporting documentation for these items.

Pricing shall be offered in accordance with the pricing provisions of the solicitation.

Offered pricing for items 93 through 97 that is submitted using DLA Troop Support Quote Summary Spreadsheet must be from a period beginning the effective date of this amendment, and ending 12 calendar days thereafter, (October 11, 2018 to October 23, 2018). Offered pricing that is submitted using the DLA Troop Support Invoice Summary Spreadsheet must be dated within 90 days prior to the effective date of this amendment and ending 12 calendar days thereafter (July 13, 2018 - October 23, 2018). Offered pricing should reflect the most recent manufacturer/grower/private label holder/redistributor 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 prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor's customers. If the date of the invoice is longer than 90 days prior to the effective date of this amendment, an explanation should be provided.

Therefore, the Market Basket Price Proposal Spreadsheet is revised to reflect the changes above. Attached is the Revised Market Basket Price Proposal Spreadsheet which hereby replaces the revised Market Basket Price Proposal Spreadsheet in Amendment 0020.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

SECTION J - LIST OF ATTACHMENTS**List of Attachments**

File Name	Description
ATTACH_FEMA_Spreadsheet	FEMA_Notification_Spreadsheet.xlsx
ATTACH_TX_NM_Revised_Market_Basket	SPV TEXAS NM-Market Bask