

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE PAGE OF PAGES  
1 6

2. AMENDMENT/MODIFICATION NO. 00001 3. EFFECTIVE DATE JULY 21, 2000 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SP0300 7. ADMINISTERED BY (If other than Item 6) CODE

Defense Supply Center Philadelphia  
700 Robbins Ave.  
Phila., PA 19111

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO. SP0300-00-R-4034  
X 9B. DATED (SEE ITEM 11) June 22, 2000  
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 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 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 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) FULL LINE FOOD DISTRIBUTOR FOR THE NAVY SHIPS AT THE NORFOLK NAVAL STATION.

SEE ATTACHEMENT 1 FOR QUESTIONS AND ANSWERS FROM PRE-PROPOSAL CONFERENCE.

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) KAREN R. AQUINO CONTRACTING OFFICER  
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY (Signature of Contracting Officer)

Reference Page 13, Section VIII, Paragraph C – Add “ if the Services direct customer participation.” after “Prime Vendor.”

Reference Page 21, Section XIX, Paragraph C – Change “20 cases or more per month” to “5 cases per week or 20 cases per month.”

Reference Page 26, Section IV, Paragraph A2 – Add the following sentence, “Prime Vendor is to identify any items that won’t meet the above cited requirements.”

Reference Page 27, Section V, Paragraph B – add “Food and Drug Administration (FDA)”

Reference Page 28, Section C, Subsection I, Paragraph A – Delete in their entirety the second and fourth sentences and replace with the following: “Labeling shall be in accordance with clause 52.246-9P31.” and “In addition, cases require labels which must include the DoD Stock Number and FIC Code, Item Nomenclature, Unit Pack, Unit of Issue, Case Weight, Case Cube, “Best When Used By Date”, or similar marking indicating the end of guaranteed freshness date, Lot number and bar code (see example page 29).”

Reference Page 29 Section C, Subsection I, Paragraph E - Delete first, second and third sentences in their entirety and replace with “All beef, pork, lamb and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed. All poultry and seafood items are to be received in a frozen state.”

Reference Page 30, Section C, Subsection I, Paragraph F – Delete the following “or overpacked.”

Reference Page 32, Section II – Add, at the end of the last sentence, “except when approved by the Contracting Officer.”

Reference Page 32, Section III, Paragraph A - Delete in its entirety. Replace with the following:

- A. Deliveries shall be F.O.B. destination to all ships at their designated pier at the time of order. All items will be delivered to the specified pier (unless otherwise noted), free of damage, with all packaging and packing intact. Pallet height may not exceed sixty (60) inches . There will be no formal pallet removal or exchange process under the contract however, the contractor may make arrangements on their own to pick up or remove excess pallets. Deliveries shall be made anytime between 6:30 AM – 11:00 AM and 1:00 PM – 3:00 PM, depending on the individual requirements of each customer. Occasionally, earlier deliveries may be required. In the summer months the Navy switches to a tropical schedule with deliveries beginning at 5:30AM. In addition, individual ships may request specific delivery times. Every attempt will be made to meet individual requests,

historically this may require as many as ten (10) simultaneous deliveries. These delivery times will be coordinated by the FISC/MSC and provided to the Prime Vendor. The Prime Vendor must be able to adhere to this delivery schedule. The Prime Vendor must communicate with the FISC/MSC, prior to arrival, to ensure availability of equipment and/or personnel. If orders are large and require more than one truck the flow of operations should not be interrupted.

Reference Page 77, Section H, Subsection I, Paragraph C - Add to the end of the paragraph, "The evaluation would be of a subjective nature and performed by the Contracting Officer based on the technical panel input."

Reference Page 83, Section I, Factor I, #1 - Add the following, "Socioeconomic and Mentoring Business Agreement proposals are evaluated and ranked in conjunction with the business proposal."

Reference Page 83, Section I, Factor II, sub-factor A, Paragraph 2 - insert "to include liftgates" after "types of trucks." Paragraph 3 - after "stop off sequence" insert "as well as a specific delivery time schedule."

Reference Page 84, Factor II, sub-factor A, Paragraph 3 - Add the following, "Discuss your ability to communicate with trucks enroute."

Reference Page 94 - Delete "PARAGRAPH A-5" and change to " PARAGRAPH XIX, A. (PAGE 20).

Reference Page 95, Prime Vendor Schedule of Items, Page 2 - On NSN 8905-00-267-1933, Fish, Lobster Tail, Raw, FZN, change size from "4 to 10 LB EA" to "4 to 8 OZ EA."

Reference Page 95, Prime Vendor Schedule of Items, Page 5 - Change NSN 8905-01-E09-3406 to NSN 8905-01-E09-4499, Chicken Tenderloins, BRD, RAW, FZN, 10LB CO.

Reference Page 95, Prime Vendor Schedule of Items, Page 8 - For the following NSN's listed as TPK2, tri-walls are not required for this solicitation:

8920-01-250-6557	Rice
8920-01-439-4837	Flour
8920-01-449-9598	Flour
8925-01-060-7496	Sugar
8925-01-413-7811	Sugar

Reference Pages 106 and 108, change "Factors H and I" to "Factors XIII and IX."

Reference Page 113 Section L, Factor I, third paragraph, add "The forms on Attachment #8 will be evaluated and ranked in conjunction with the business proposal."

Reference Page 114, Factor II, sub-factor A, add "necessary equipment" after "distribution resources." After "delivery schedule", add the following: "Offeror has the ability to communicate with trucks enroute. Offeror has the ability of meeting all delivery time requirements of customers.

Reference page 115, Factor 3, sub-factor A, add "the offeror's ability to remedy NIS situations and meet the contract ordering and delivery requirements."

On page 116, Change page # to 95-104

On page 116, add the following:

#### **IV. PROCUREMENT PRICING PLAN**

**The sub-factors for Procurement Pricing Plan are of equal importance.** The information requested below will not be rated but will be used in conjunction with your business proposal to substantiate how pricing was developed.

##### 1. Procurement Pricing Procedures

a. The manner in which prices are formulated will be evaluated. The method used for product costing for items acquired from any divisions, subsidiary, or affiliate will be assessed. The offeror's method for converting its cost to a delivered price will be examined.

b. The Government will evaluate the offeror's purchasing procedures to assess its effective use of price economies. Purchasing procedures that are indicative of effective buying techniques by utilizing market prices, commercial catalog prices, price competition and volume price discounts etc. will be evaluated.

##### 2. Rebate Policy/Discounts/Allowances

a. The Government will judge the offeror's policies for pursuing managing and collecting rebates, discounts and allowances.

b. The offeror must demonstrate an aggressive policy towards returning the monies realized as a result of these savings to the Government.

#### **V. PRIME VENDOR SCHEDULE OF ITEMS**

Evaluation will be of Prime Vendor's prices for the period two weeks before closing of this solicitation or the most current price with date of acquisition. Evaluations of items will include whether Prime Vendor can provide all items as stated on pages 95-104 and Attachment #4.

**VI. OPTION PRICING**

Evaluation will include Prime Vendor's distribution price for the base year and all option years.

**VII. PLACE OF PERFORMANCE**

Failure to furnish this information with the offer may result in rejection of offer.

**VIII. SOCIOECONOMIC CONSIDERATIONS**

**NOTE: For Socioeconomic Considerations under this factor, ONLY PRODUCT RELATED DIRECT COSTS are to be incorporated – NO INDIRECT OR SERVICE RELATED COSTS.**

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practical, small, small disadvantaged, and women-owned small businesses are used as both suppliers and subcontractors in support of this Prime Vendor contract. The Government will evaluate the participation levels in terms of percentages and dollar values and comparatively assess the goals amongst the offerors. The Government will also perform a risk analysis of the offeror's Socioeconomic goals by evaluating organizational efforts – the measures that the offeror will take to ensure equitable opportunity, and further the opportunities, for small business (SB), small disadvantaged business (SDB) and women-owned small business (WOSB) firms will be evaluated. This assessment can enhance or detract from the overall factor rating. Offerors that are small business concerns will receive additional credit under this factor. Attachment #8 for Socioeconomic Considerations will be evaluated and ranked.

**XIX. DLA MENTORING BUSINESS AGREEMENT (MBA)**

The Government will evaluate the offerors response to participating in the DLA MBA Program and its ability to mentor firms. The scope of the plan will also be evaluated. The responses from offerors on the MBA Program will be evaluated on a comparative basis amongst all offerors. The offeror(s) indicating the most comprehensive plan(s) will receive the highest rating; this rating will be further enhanced if the offeror identifies new business ventures rather than expansion of existing agreements. This evaluation will also be used to determine the offerors willingness to assist SB's, SDB's and WOSB's in expanding their businesses. Attachment #8 will be evaluated and ranked.

**COMPETITIVE RANGE DETERMINATION**

If discussions are required, after initial evaluations are completed, the contracting officer will make a competitive range determination. Price and technical considered, only the highest rated offerors will be included in the competitive range. Offerors in the competitive range will be included in discussions. Offerors out of the competitive range

will not participate in discussions and will no longer be considered for award. Offerors excluded from the competitive range will be notified in writing. At that time, Pursuant to FAR 15.505 (A) an offeror may request a pre-award or post-award debriefing. If a pre-award debriefing is held only limited information will be releasable. Offerors debriefed after the competitive range determination are not entitled to a second debriefing after the award is made.

A Pre-Proposal Conference was held on July 19, 2000. The following representatives were in attendance:

DSPC

Mr. Thomas Lydon, Chief, CONUS Prime Vendor, Directorate of Subsistence

Navy Ships Team:

Lenore Giorgianni, Chief, Navy Ships Region  
Karen R. Aquino, Contracting Officer  
LT Brian Cochran, Contract Specialist  
Joan Hewes, Account Manager  
Dannette White Account Manager  
Gordon Peterson, Account Manager  
Brenda Salvatore, Contract Specialist

Counsel:

Walter Reiss, Chief, Subsistence Counsel  
Al Caluso, Subsistence Representative

Contractors:

William Bernstein, PYA Monarch  
Duff Burke, U.S. Foodservice  
Steve Houfek, Doughties, Sysco  
Peter Jacob, PYA Monarch  
Ralph Justice, J.W. Holding Group  
John Morris, MDV/Nash Finch  
Harvey Payne, Lankford Sysco  
Ken Rotalis, U.S. Foodservice

The following questions asked and answers given are provided for your information:

QUESTIONS

1. Did the shelf life policy change? No
2. What was required with Bar Coding? At this time only NSN.
1. Also on bar coding, must the PV use Checkmate Inventory for Windows for providing a bar code on every case? Prime Vendors can offer any system that will be compatible to the requirements as stated in Section C, Paragraph 1, subparagraph B on page 29.
2. What was considered a quick pick, and must they be allowed? Must be able to allow the customer to come to the PV facility to get additional product when needed immediately.
3. Does location have a bearing on this award? Vendors were told location would be evaluated.
4. Did the label have to be the exact size as shown in solicitation? The label must be at least the size shown in the solicitation or larger as cited on page 29 of solicitation.
5. Asked for clarification of ALL DELIVERIES MUST BE DELIVERED THROUGH THE PV. The PV will be responsible for all product ordered by the customer. No DVD's are allowed. They questioned if this was the case during a mobilization or surge? This should be addressed in proposal submitted. In case of emergency deployment (e.g., ships deploying to sea to avoid severe weather conditions). Deliveries would be coordinated through Contracting Officer and a determination made for additional direct deliveries from manufacturers.
6. Could the weight of a catch weight item be hand written on label? The labels can reflect an average weight for catch weight items and can be written as long as it is legible.
7. The question of NO RESTOCKING FEE was brought up. They were concerned due to past experience. Other vendors asked how often does it happen and what would happen with a special order? DSCP's response was this is a customer request and if handled correctly could be controlled. Vendor's were also told this had never happened with a special order and it occasionally happened on regular orders.

8. Questioned packaging of beef on page 29. DSCP responded it would be corrected in amendment.
9. Requested explanation on HUBZone and 5% bonus to vendors who utilized the Indian incentive program. DSCP said the Indian Incentive – FAR clause 52.226- the Prime Vendor can be reimbursed 5% OF THE TOTAL DOLLAR VALUE OF product obtained from a Native American firm by following specific procedures outlined by DSCP. The reimbursement is made on a quarterly, semi-annual or annual basis as agreed, and is funded by the program. This incentive in no way affects the price of the product to the customer. HUBZone has no effect on price, but the sales and percentages would be used towards the Prime Vendor's meeting their socioeconomic goals.
10. Questioned delivery vehicles being able to contact FISC. What type of equipment was necessary? No specific equipment was defined. Whatever means of communication they were currently using was adequate as long as it enabled the driver to contact all necessary parties. DSCP explained how important it was to be able to contact the FISC to ensure all concerned were aware of any problems with scheduled deliveries. Delays in deliveries cause problems with working parties and equipment needs.
11. Requested verification of two NSN's 8905-00-267-1933 Lobster Tails. Description printed out 4 to 10 LB EA. Should read 4 to 8 OZ EA. 8905-01-E09-3406 Chicken Tenderloins, BRD, RAW, FZN, 3 LB CO. Should read 10 LB CO. NSN number being used needs to be changed on catalog to 8905-01-E09-4499. The NSN for Rice, Sugar, and Flour in the solicitation reflect TPK-2 requirements. For this solicitation, triwalls are not required. The NSNs are 8925-01-060-7496 and 8925-01-413-79811 – Sugar, 8920-01-250-6556 – Rice, 8920-01-439-4837 and 8920-01-449-9598 – Flour.
13. What type of equipment must delivery trucks have? Pallet jacks and lift gates.
14. How frequent would Saturday deliveries be? Approximately 15/18 a year, also there maybe a possibility of Sunday deliver on a rare occasion.