AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	20 Jan 2004		

6. ISSUED BY CODE SP0300

DEFENSE SUPPLY CENTE PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111
ATTN: DONNA TAYLOR-JOHNSON, DSCP-HFVW
215-737-7907

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

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

FARMER'S DAIRIES
7321 NORTH LOOP ROAD
EL PASO, TX 79915

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-03-D-V849

10B. DATED *(SEE ITEM 13)* 04 MAY 2003

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 _____ 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.)*

This modification is hereby written to include the Market Ready Invoice Process and Force Protection.

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)* MAUREEN STEFFANI Contracting Officer	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)*	16C. DATE SIGNED 1/20/04

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY
REFER TO

HFVM

December 18, 2003

MEMORANDUM FOR DSCP SUBSISTENCE MARKET READY VENDORS

To our Valued Business Partners:

Thank you for your continued support of our war fighters through your deliveries. During these times, it is important that the level of support remain high, while keeping conscious of the ever-changing world events, which can cause disruption in that customer support. We here at Defense Supply Center Philadelphia Subsistence, as well as our customers and their Headquarters, appreciate all that you have done and will continue to do to support our war fighters.

Commencing as soon as possible, but no later than January 2004 all suppliers will be required to process electronic invoices. This will be a condition for contract award. An electronic invoicing system will enable expeditious payments by providing a real time system for invoice processing. In an effort to ensure that your firm is paid promptly for products that you supply, we want to utilize the best business practices available. The business practices of today reflect increased utilization of Electronic Commerce/Electronic Data Interchange providing more timely and cost effective ways of information exchange. The Defense Supply Center Philadelphia, Subsistence is migrating toward more and more use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency is currently undergoing a Business Systems Modernization (BSM) initiative. This BSM initiative will change the way you currently invoice. BSM conforms to a strict adherence of detailed line item payment in concert with the order. The manual paperwork will no longer be a viable way to invoice. Invoices need to be submitted for payment promptly after delivery.

Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.

2. There are companies available for a fee who will turn your flat files into EDI Invoices (810 transactions).

3. A web based solution is the Defense Finance and Accounting Service (DFAS) implemented Web Invoicing System (WInS). WInS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to http://ecweb.dfas.mil/notes.html. This requires creating an invoice line by line on the web and the invoice would flow electronically to DFAS.

4. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system will be found on the DSCP web page for subsistence, http://www.dscp.dla.mil/subs/. You will be issued a Userid and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DSCP account manager, who will work at resolving the differences, however the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DSCP Account Manager or Buyer.

One of the above methods must be used as paper invoices are no longer a viable option.

An instruction package detailing the use of the EDI Invoicing website for Market Ready (Bread and Milk Products) was mailed to you recently. We hope you have taken a few minutes to get familiar with the instruction booklet, and have applied for your password to access the system. This is a relatively easy system for invoicing for you company. We encourage your participation prior to the BSM implementation of your contracts. This system will provide a real time system for invoice processing and quicker vendor payments.

/signed/

Barbara Jordan
Regional Manager
West Region
Food Service CBU
Directorate of Subsistence

I. Subject contract is hereby changed as follows:

Force Protection (Background): The DSCP Subsistence Directorate provides world-class subsistence logistics support during peace-time as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel and/or its resources and interests may be the target of enemy aggression to include espionage, sabotage and /or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and the contamination of subsistence items. The term force protection refers to those procedures and plans which are in place to safeguard product.

A. Based on the above, a determination was made to incorporate a Force Protection Plan into subject contract. Under this force protection plan, the vendor is responsible for the following:

1. The vendor will insure that products and/or packaging have not been altered, tampered or otherwise contaminated throughout the manufacturing, storage and delivery process, and will inform DSCP immediately of any attempt or suspected attempt by any party or parties, known or unknown to contaminate supplies. When notifying DSCP of such an event, the information provided should include:

- Date of Incident
- Customer Name, Address, Phone Number
- Specific Line Item Affected
- Observations made by delivery personnel and customers regarding the incident
- Regulatory agency or agencies involved
- Were law enforcement agencies contacted
- How was the incident resolved and what conclusions were drawn by the regulatory agency
- What changes were made to prevent a recurrence of the event

2. The contractor's facility should be secured by fences and/or guards, and incoming freight carriers should be required to make appointments 24 hours prior to the delivery of the product. All incoming freight carriers will be inspected and their seal numbers matched and recorded by security personnel.

3. Personnel working at the contractor's facility should carry identification badges, and procedures will be in place to limit access to sensitive areas of the facility to only those who require it.

4. When possible, background checks should be conducted on all truck drivers. The Contractor should remain in constant contact with delivery personnel throughout the workday. DSCP endorses the use of on-board computer software, currently in use at Lankford Sysco, which tracks an entire day for each trailer.

5. Seals should be used at all times, and procedures should be in place to prevent tampering with the seals and/or locks once they are placed on the trailer. Procedures will be put in place for the security of the trailer during delivery and the locking of the trailer following the completion of the delivery.

B. The Government reserves the right to inspect the contractor's facility to insure appropriate security measures are in place.

III. All other terms and conditions of subject contract remain the same.