

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE | OF | PAGES |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------|-------------------------------------------------------------|----|-------|
| | | | | J | 1 | | 3 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | | 3. EFFECTIVE DATE See Blk. 16C | 4. REQUISITION/PURCHASE REQ. NO. See Block 14 | | 5. PROJECT NO. (If applicable) | | |
| 6. ISSUED BY CODE | | SPE300 | 7. ADMINISTERED BY (If other than Item 6) CODE | | SPE300 | | |
| DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Initiator: Margaret Whearty PSPT/PBL Tel: 215-737-3351 FAX: 215-737-0209 Email: MARGARET.WHEARTY@DLA.MIL | | DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | | | (X) | 9A. AMENDMENT OF SOLICITATION NO. | | |
| BORDEN DAIRY COMPANY OF CINCINNATI, LLC DBA H. MEYER DAIRY 415 JOHN ST CINCINNATI OH 45216-5481 USA | | | | | 9B. DATED (SEE ITEM 11) | | |
| | | | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-15-D-V197 | | |
| | | | | | 10B. DATED (SEE ITEM 13) 2015 JAN 11 | | |
| CODE 4J6X4 | | 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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By a 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.

| | |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| | 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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-04(c) (by mutual consent of the parties) |
| | D. OTHER (Specify type of modification and authority) |

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.)

See Continuation Sheet

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) KEVIN J. McHENRY - Sales Representative | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel J. Turner - 1st Chief | |
| 15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> | | 15C. DATE SIGNED 8/27/15 | 16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> |
| | | | 16C. DATE SIGNED 8/27/15 |

NSN 7540-01-162-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-15-D-V197/P00003 | PAGE 2 OF 3 PAGES |
| <p>1. The purpose of this modification is to add the following EPA clause DLAD 52.216-9032 to contract SPE300-15-D-V197: See attachment I</p> <p>2. All other terms and conditions of the instant contract remain the same.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE300-15-D-V197/P00003

PAGE 3 OF 3 PAGES

Attachments

List of Attachments

| Description | File Name |
|-------------------------------------------------|--------------------------------------------------------|
| ATTACH.SPE300-15-D-V197 EPA Clause Modification | SPE300-15-D-V197 EPA and Instructions Modification.pdf |

The purpose of this modification is to add the following instructions and clauses to the instant contract:

1. The following clause is to be added in full text:

DLAD 52.216-9032 Economic Price Adjustment (EPA) - Established Market Price - Milk

As prescribed in 16.203-4-90(f), use the following clause:

ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE - MILK (FEB 2009)

(a) To the extent that contingent cost increases are provided for by this clause, the Contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to skim milk and butterfat fluid milk products classified as class I milk only (i.e., whole milk, fat-free milk, low fat milk, light milk, reduced fat milk, milk drinks, eggnog and cultured buttermilk, including any such beverage products that are flavored, cultured, modified with added nonfat milk solids, sterilized, concentrated, or reconstituted. As used in this paragraph, the term concentrated milk means milk that contains not less than 25.5 percent, and not more than 50 percent, total milk solids). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

(c) Class I milk, as described in this clause, is subject to the regulations of the United States Department of Agriculture under the Federal milk marketing orders.

(d) The economic indicator for the purpose of prospective adjustments to contract prices under this clause shall be the Class I price [(base skim milk price for Class I times 0.965) plus (advanced butterfat pricing factor times 3.5)] in the announcement of advanced prices and pricing factors released by the U.S. Department of Agriculture, Agricultural Marketing Service, dairy programs. The announcement is released on the Friday before the 23rd of the month unless the 23rd of the month falls on a Friday in which case, Friday the 23rd will be the release date.

(e) Price adjustments shall be based on the following:

(1) The "base price" for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

(i) the closing date for proposals, if no discussions are held, or

(ii) the due date for final proposal revisions, if discussions are held. The "base price" for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The "adjusting price" shall be the monthly price of the economic indicator released following the month used to determine the "base price".

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the subsistence total order receipt electronic system (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the announcement of advanced prices and pricing factors applicable to the following month, the Contracting Officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

(1) Compute adjusting price.

(2) Compute base price.

(3) Compute change from base price.

(4) Convert the price change to price per gallon.

(5) Compute price change for other units other than a gallon.

(6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).

(7) Compute adjusted contract unit price(s). The following sample price computation is an illustration using January as the base price and February as the adjusting price.

(1) Adjusting price

| | | |
|-----------------------------------|---------------|-----------|
| Base skim milk price for Class 1 | \$7.72 CWT X | \$ 7.4498 |
| | 0.965 | |
| Advanced butterfat pricing factor | \$0.9302 LB X | \$ 3.2557 |

| | | |
|---------------------------------------------------------------------|-----------------------|------------|
| | 3.5 | |
| Class I Price | | \$10.7055 |
| (2) Base price base skim milk | | |
| Price for Class I | \$7.72 CWT X 0.965 | \$ 7.4498 |
| Advanced butterfat pricing factor | \$0.9854 LB X 3.5 | \$ 3.4489 |
| Class I Price | | \$10.8987 |
| (3) Change from base price per CWT | | (\$0.1932) |
| (4) Price change per gallon Line (3) divide by 11.63 gallons/cwt | | (\$0.0166) |
| (5) Price change per half gallon | | (\$0.0083) |
| Price change per quart | | (\$0.0042) |
| Price change per pint | | (\$0.0021) |
| Price change per half pint | | (\$0.0010) |
| (6) Price adjustment per gallon | | (\$0.02) |
| Price adjustment per half gallon | | (\$0.01) |
| Price change per quart | | \$0.00 |
| Price change per pint | | \$0.00 |
| Price change per half pint | | \$0.00 |
| (7) Adjusted contract unit price | | |
| Item per gallon (current unit price - \$0.02) | | |
| Item per half gallon (current unit price - \$0.01) | | |
| Item per quart (No adjustment) | | |
| Item per pint (No adjustment) | | |
| Item per half pint (No adjustment) | | |

(h) Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by separate contract modifications. Adjustments will be implemented by the government as follows, and these actions shall constitute a modification to the contract:

- (1) The adjusted contract unit price(s) for the following month will be input in STORES,
- (2) A facsimile transmission will be sent to Contractors who do not have electronic access, and
- (3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the Internet.

(j) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. The original contract unit price is the price in effect on the date of award. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, the Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase. There is no percentage limitation on the amount of downward adjustments that may be made under this clause.

(k) In the event publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(l) Any dispute arising under this clause is subject to the "disputes" clause of the contract.

(End of Clause)

2. On page 29 of the solicitation, paragraph V, revise to read as follows:

Pricing

- A. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.
- B. Prices shall be FOB Destination only.
- C. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the Item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.
- D. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2)

places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price - Alternate 1").

- E. The resultant contract will be fixed price with Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, for an indefinite quantity within state limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(2)).
- F. An item's price is effective at the date and time an order is placed by the customer, regardless of when the delivery of said item(s) occurs.

3. On page 30 of the solicitation, paragraph VI, revise to read as follows:

Ordering System

I. Subsistence Total Order and Receipt Electronic System (STORES)

- A. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their Dairy requirements through STORES.
- C. Initially, a copy of the STORES Orders will be transmitted via FAX (unless they are an EDI vendor) from the customers listed in this solicitation to the successful awardee. While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
- D. EDI capability is not a requirement for award under this solicitation; however, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
- Catalog (Vendor to DLA TROOP SUPPORT)
 - Purchase Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)

- E. It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).
- F. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a half pint of whole milk would be described as "Milk, Whole, Chl (Chilled), ½ PT CO."
- G. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

II. Order Placement

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date (or specified lead-time on contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted in Section VI-A. Holidays of this Solicitation.
- B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.
- C. There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

Purchase Orders

There shall only be one invoice per purchase order and only one purchase order per day. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

All other terms and conditions of the instant contract remain the same.