

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 3-7-12	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111	CODE SPM300	7. ADMINISTERED BY (If other than Item 6) David A. Jolls 215-737-7924	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Duck Delivery Produce, Inc. 8448 NE 33rd Drive, Suite 120 Portland, OR 97211-2163		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1NB65 FACILITY CODE		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-11-D-S098	
		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) Jun 22, 2011	

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 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: (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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) and Page 14: SPM300-10-R-0067, Customers A. Additional Customers
<input type="checkbox"/>	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)
 1. Remove the section on Rebates/Discounts and Price-Related Provisions of pages 11 - 13 of the contract and replace with pages 2 - 3 of this modification.
 2. According to Page 14 of the Statement of Work, the Government reserves the right to add DoD and non-DoD customers in the solicited area to each resulting contract based on a mutually agreed upon implementation plan at no additional cost to the Government.
 a. See continuation sheet (Page 4) for details regarding the customers that will be added to contract SPM300-11-D-S098.
 3. All other terms and conditions remain unchanged.

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) Derek De Lando SALES MANAGER	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 3-7-12	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE PIZZO CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 3-7-12
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REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received by the Contractor at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

(i) the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;

(ii) the Early Payment discount is consistent with commercial practice;

(iii) the Early Payment discount is routinely given by the manufacturer/growers to customers other than the Prime Vendor/Contractor at the same discount rate and under the same conditions as provided to the Prime Vendor/Contractor;

(iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;

(v) the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and

(vi) the contractor actually made the required payment within the time period required to receive the discount.

(c) Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the delivered price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate delivered price, including any applicable discounts or rebates. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."

(d) The government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the delivered price supply chain, to substantiate all discounts, rebates, allowances or other similar economic incentives or benefits. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate,

allowance or other similar economic Incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic Incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records relevant to the existence of discounts, rebates, allowances or other similar economic Incentives or benefits, and commercial customer delivered prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

The following customers are hereby added to the Oregon Schools contract (SPM300-11-D-S098).

Ordering will begin on February 19, 2012 with deliveries scheduled for one day per week.

Activity/Base	DoDAAC	Point of Contact
Rogue River Elementary 300 Pine Street Rogue River, OR 97537	YOR665	Lannette Breshears 300 Pine Street Rogue River, OR 97537 Phone: (541) 582-3234 ext. 2150 E-Mail: lbreshears@rogueriver.k12.or.us