

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 05/31/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092	CODE SP0300	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. SPM300-13-R-0014	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 02/14/2013
			<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 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 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 the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The closing date for subject solicitation is hereby extended to June 14, 2013 at 3:00 PM local time. Please be sure to include a signed copy of this amendment with your proposal.

(Continued, page 2)

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

- 1) Reference page 16 of the solicitation; clause 52.216-9901, Economic Price Adjustment – Department of Labor Price Index (December 2011 – Subsistence Tailored) is hereby deleted and replaced with the following:

ECONOMIC PRICE ADJUSTMENT (EPA) – CHICKEN (JUNE 2013)

(a) Warranties: For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that the unit prices included in the Schedule do not include allowances for any portion of the contingency covered by this clause.

(b) The base price index for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the monthly prices of each applicable economic indicator only for the period specified under the “Base Price Index” below immediately preceding either the solicitation closing date for proposals (if no discussions are held), the due date for final proposal revisions (if discussions are held) or the solicitation opening date (if sealed bidding is used).

ITEM	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE PRICE INDEX	ADJ. PRICE INDEX
Chicken Wings (Lot 1)	Wings, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)
Chicken Breast Filets (Lot 2-1 to 2-5)	Breasts, B/S, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)
Chicken Quarters (Lot 2-6 to 2-7)	Leg Quarters, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)	3 month period. (use the fourth “ no later than 9 am ET Monday price” of each month. This is usually Friday.)

Chicken Tenderloins (Lot 2-8 to 2-9)	Breasts, B/S, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)
Chicken 8 Cut and Chicken Whole (Lot 2-10 to 2-15)	National Whole Broiler/Fryer Composite Weighted Average	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)
Chicken Steak, Chicken Patties, Chicken Nuggets/Tenders/ Fingers, Chicken Fajita Strips, Chicken Diced, Chicken Kabob (Lots 2-16 to 2-23)	Breasts, B/S, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)
Chicken Thighs (Lot 2-24)	Thigh Meat, B/S, Georgia FOB Dock, Wtd. Avg. Price	USDA / Broiler Market News Report /Reports are issued no later than 9 am ET on Tuesday, Thursday, and Monday	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)	3 month period. (use the fourth " no later than 9 am ET Monday price" of each month. This is usually Friday.)

(c) The adjusting unit prices shall be the arithmetic average of the monthly prices of each applicable economic indicator only for the period specified under the "Adjusting Unit Price" column shown in paragraph (b) immediately preceding the effective date the option term is exercised.

"Base unit price" is the unit price for each contract line item, established at the later of these two dates: 1.) the closing date for receipt of proposals; or 2.) if applicable, the date required for receipt of final proposal revisions. This price is exclusive of any adjustment pursuant to this clause. For contract option periods, the base unit price is the final adjusted unit price at the end of

the immediately preceding contract period, which shall include adjustments pursuant to this clause.

(d) An established market price is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the offeror(s); and the net price after applying any standard trade discounts offered by the Contractor. The established market price under this clause may reflect industry-wide and/or geographically based market price fluctuations for commodity groups or specific supplies. The established market prices that shall be used for the Chicken items subject to price adjustments under this clause, and the economic indicators and publications to be used are listed in paragraph (b) of this clause.

(e) "Adjustment period" is the amount of time, measured in months, during which the unit price for each contract line item must remain fixed.

1. The initial unit price shall be the price for the first adjustment period. The first adjustment period may run shorter or longer than subsequent adjustment periods depending on the day on which the contract becomes effective;
2. Each adjustment period following the first adjustment period shall begin three months after the effective date of the prior adjustment;
3. Unit Prices may only be adjusted between each adjustment period;
4. Unit Prices shall never change within any single adjustment period;
5. There shall be 4 adjustment periods per calendar year;
6. The length of each adjustment period, in months, shall be calculated by dividing 12 by the number of adjustments allowed per year pursuant to the fill-in in 5. above.

(f) "Adjusted Unit Price" is the adjusted price for each contract line item at the start of each new adjustment period.

(g) "Initial Unit Price" is the price for each contract line item at the start of the contract. The initial unit price is always established by taking the percentage change between these two index values:

1. The value of the most recently published index at the time the government receives the base unit price (e.g. the base price index); and
2. The value of the most recently published index at the start of the contract performance period.

This percentage change is applied pursuant to (h) Adjustments to the base unit price. If the index value has not changed between these two points in time, the initial unit price shall be the base unit price. The initial unit price shall not be considered an adjustment; rather, this mechanism serves to protect the government and the contractor from market fluctuations that occur between receipt of proposals/proposal revisions (see "base unit price" definition) and the commencement of the contract period. All future adjustments shall be made pursuant to (h) Adjustments.

(h) Adjustments shall be calculated as follows: (Round to four decimal places)

1. Compute the Adjusting Price Index and the Base Price Index.
2. $(\text{Adjusting Price Index} - \text{Base Price Index}) / \text{Base Price Index} = \text{Market Price Change \% (+ or -)}$.
3. $\text{Market Price Change \%} \times \text{Base Unit Price} = \text{Contract Unit Price Adjustment (+ or -)}$ for each item subject to EPA adjustment.
4. The adjusted unit price(s) for each option shall be determined by increasing or decreasing (as appropriate) the Contract Unit Price.
5. Determine the Contract Price Adjustment by computing the sum total of the price adjustments of all items subject to EPA.

(i) Price adjustments pursuant to this clause shall be made by contract modification showing the calculations used to derive the adjusted contract unit price.

(j) Payments: Payment for items pending adjustment under this clause shall be at the existing unadjusted contract unit price until an adjustment modification has been issued. Following issuance of an adjusting contract modification, the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the adjusted price stated in the contract modification for the applicable option period. The Contractor represents by submitting its final invoice that the total amount billed under this contract reflects all increases or decreases required or authorized by this clause.

(k) Any pricing actions pursuant to the Changes Clause or other provisions of the contract will be priced as though there were no provisions for economic price adjustment.

(l) No adjustment will be made under this clause unless the total change in the contract amount is \$500.00 or more.

(m) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 10% per annum of the original option unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this clause.

(n) Revision of market price indicator: In the event (i) any applicable market price indicator is discontinued or its method of derivation is altered substantially or (ii) the Contracting Officer determines that a particular market price indicator consistently and substantially no longer reflects market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the

contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.

(o) Disputes: If the parties fail to agree on an appropriate substitute market price indicator or implementation of other matters addressed by this EPA clause then the matter shall be resolved in accordance with the Disputes clause of the contract.

(q) Examination of records: The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of the clause.

(r) In the event any applicable market price indicator is not published for any week(s), that week will not be included in calculating the base unit price or the adjusting unit price as applicable. For instance, if within a 52 week period an indicator is not published 4 times, the average of the 48 published prices only will be calculated. When a range of prices is provided, for the purposes of the calculations the arithmetic average of the high and low number will be calculated to determine the indicator for that period.

(End of Clause)

- 2) Reference page 36 of the solicitation and page 25 of Amendment 0003, Statement of Work; the following is added after section VI:

VII. BUSINESS RELATIONSHIPS

The successful awardee must establish a business relationship with each DLA Troop Support OCONUS Prime Vendor to facilitate the sale of the items covered by this contract at the established prices. The awardee will notify the Contracting Officer within 20 days from receipt of award if an agreement cannot be reached. Failure or refusal to come to agreeable terms with OCONUS Prime Vendors may constitute sufficient cause for terminating this contract under FAR 52.212-4 paragraph (m) Contract Terms and Conditions- Commercial Items, Termination for Cause.

The business relationships shall be consistent with acceptable industry-standards and good commercial business practices. The awardee and each OCONUS Prime Vendor shall come to an agreement on terms such as delivery lead time, order quantities (including minimum and maximum), and payment terms. The awardee may impose minimum order quantities to the OCONUS Prime Vendor commensurate with customary commercial practice (i.e. acceptable industry-standards), however, not more than a one pallet load minimum. The delivery lead time established in DLAD 52.216-9007 Contract Delivery Order Limitations (Nov 2011) is only applicable to orders placed directly by DLA Troop Support. The delivery lead time for the OCONUS Prime Vendor will be governed by the established business relationship/commercial agreement.