

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 06/28/2013	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 _____ 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 <input type="checkbox"/>	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"/>	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.)

Please be sure to include a signed copy of this amendment with your proposal.

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

- 1) Reference page 2 of Amendment 0012; the clause ECONOMIC PRICE ADJUSTMENT (EPA) – CHICKEN (JUNE 2013) is hereby deleted and replaced with the following:

**ECONOMIC PRICE ADJUSTMENT (EPA) – MARKET PRICE (SUBSISTENCE TAILORED)
 (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 market price for the purpose of the adjustment calculations under this clause shall be the arithmetic average of the prices of each applicable economic indicator for the period specified under the “Base Market Price” below; the initial “Base Market Price” will be for the economic indicator one week reporting period 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), as applicable.

ITEM	ECONOMIC INDICATOR	PUBLISHER / PUBLICATION / FREQUENCY PUBLISHED	BASE MARKET PRICE	ADJUSTING MARKET PRICE
Chicken Wings (Lot 1)	Wings, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment
Chicken Breast Filets (Lot 2-1 to 2-5)	Breasts, B/S, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment
Chicken Quarters (Lot 2-6 to 2-7)	Leg Quarters, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment

Chicken Tenderloins (Lot 2-8 to 2-9)	Breasts, B/S, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment
Chicken 8 Cut and Chicken Whole (Lot 2-10 to 2-15)	Whole Bird, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment
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, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment
Chicken Thighs (Lot 2-24)	Thigh Meat, B/S, Georgia FOB Dock, Final Wtd. Avg. Price	USDA / Broiler Market News Report/ Final Wtd. Avg. Prices are Reported on Mondays*	Final weighted average price for end of period preceding adjustment period	All final weighted average prices over the three months immediately preceding the date of adjustment

* For holidays the report will be issued on the next business day.

(c) The adjusting market price shall be the arithmetic average of the prices of each applicable economic indicator for the period specified under the "Adjusting Market Price" column shown in paragraph (b) immediately preceding the effective date of the adjustment.

"Base unit price" is the unit price as awarded. This price is exclusive of any adjustment pursuant to this clause. After the first adjustment period, the base unit price for adjustments is the final adjusted unit price at the end of the immediately preceding adjustment 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 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 base unit price (see (c) above) shall be the price for the first adjustment period.
2. The length of each adjustment period will be three months;
3. Unit Prices may only be adjusted for each adjustment period after the first 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) Adjustments shall be calculated as follows: (Round to four decimal places)

1. Compute the Adjusting Market Price and the Base Market Price.
2. $(\text{Adjusting Market Price} - \text{Base Market Price}) / \text{Base Market Price} = \text{Market Price Change \% (+ or -)}$.
3. $\text{Market Price Change \%} \times \text{Base Unit Price} = \text{Base Unit Price Adjustment (+ or -)}$ for each item subject to EPA adjustment.
4. The Adjusted Unit Price(s) for each adjustment period shall be determined by increasing or decreasing (as appropriate) the Base Unit Price by the Base Unit Price Adjustment.

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

(i) 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.

(j) Upward ceiling on economic price adjustment: The total increase in any contract unit price shall not exceed 170% for Lot 1 and 75% for Lot 2 per three year contract period of the original unit prices agreed to at time of award. There is no percentage limit on downward adjustments under this clause.

(k) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of the remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(l) If an increase in the price index would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the contract ceiling is not raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(m) 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.

(n) 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.

(o) 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.

(p) In the event any applicable market price indicator is not published for any day, that day will not be included in calculating the base market price or the adjusting market price as applicable. For instance, if within a three month period an indicator was expected to be published 13 times (1 times per week) but was not published 2 times, the average of the 11 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)