

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 07/03/2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT -DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: Anna Nguyen/215-737-7731/FTAA	CODE SPM300	7. ADMINISTERED BY (If other than Item 6) CODE Same as Block 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0063	
		✓	9B. DATED (SEE ITEM 11) 4/26/2013	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			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. 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 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 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.)

Subject solicitation is hereby amended as detailed on the following pages 2-4.

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)		16A. NAME AND TITLE OF SIGNER (Type or print) SEAN GEMMELL, 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

THIS AMENDMENT (0008) CONTAINS TWO SECTIONS: SECTION I, WHICH CONTAINS ACTUAL REVISIONS (ADD/CHANGES/DELETIONS) TO THE SOLICITATION AND AMENDMENT 0001, AND SECTION II, WHICH CONTAINS CLARIFICATIONS AND REVISIONS TO ANSWERS PREVIOUSLY PROVIDED IN AMENDMENT 0005.

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**SECTION I:**

1.) On page 30 of the solicitation:

DELETE:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of the contract through up to 14 months thereafter.

REPLACE WITH:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of the contract through up to 24 months thereafter.

2.) On page 45 of the solicitation, under paragraph 3. OPTIONS:

DELETE

Each contract includes one (1) twelve (12) month period and one (1) twenty four (24) month option period. Acceptance of these options by the successful Contractor is mandatory.

REPLACE WITH:

Each contract includes one (1) twelve (12) month option period and one (1) twenty four (24) month option period. Acceptance of these options by the successful Contractor is mandatory.

3.) On page 11 of AMENDMENT 0001, Alt I to FAR 52.204-7 is removed.

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**SECTION II:**

The following section is provided to clarify and/or revise the answers previously provided in Amendment 0005. Offerors are reminded that all answers are provided for clarification purposes only and do not change the requirements in the solicitation.

1. The answer to question 9 is replaced as follows:

**REFERENCE:** DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)

9. **VENDOR QUESTION:** Is there any restriction on the mechanism or entity through which Private Label Holders set the price for invoices that establish delivered price? For example:
- a. May such distributors set the price of their products through intermediaries who do not directly manufacture or grow the product?

**DLA Troop Support Answer:** Yes. A distributor that meets one of the definitions of Private Label Holder may set its price as it sees fit, provided it is done in a commercial marketplace and the price is input in its system as the starting basis for all customer pricing, as required in the definition of Delivered Price.

- b. May such distributors set price through the use of a distributor business unit or affiliated organization?

**DLA Troop Support Answer:** Yes; see above answer.

- c. May such distributors set price through the use of a price list?

**DLA Troop Support Answer:** Yes; see above answer.

2. Questions 54 and 61 are revised as follows:

**REFERENCE:** SUPPORTING PRODUCT INFORMATION, A. Invoices/Quotes.

54. **VENDOR QUESTION:** Is there any minimum number of weeks that a quote must last to be considered valid?

**DLA Troop Support Answer:** To be considered a valid quote, the price should be in effect for a period of time consistent with the period of time a quote for such item is normally valid in the commercial marketplace, and the offeror must be willing to hold this price through final proposal revisions (at least as long as the 271 day period specified for Period for Acceptance of Offers in paragraph 2 of the Addendum to FAR 52.212-1). If awarded the contract, the quoted price (or lower price if available) must be held through the initial catalog and the product must be available to our customers.

61. **VENDOR QUESTION:** Confirm that there is no minimum time for the duration of a quote period.

**DLA Troop Support Answer:** To be considered a valid quote, the price should be in effect for a period of time consistent with the period of time a quote for such item is normally valid in the commercial marketplace, and the offeror must be willing to hold this price through final proposal revisions (at least as long as the 271 day period specified for Period for Acceptance of Offers in paragraph 2 of the Addendum to FAR 52.212-1). If awarded the contract, the quoted price (or

lower price if available) must be held through the initial catalog and the product must be available to our customers.

3. Questions 55, 58, and 59 remain unchanged. DLAD 52.216-9064 and related pricing provisions define Delivered Price as the most recent “commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the Contractor’s purchasing system as the starting basis for its pricing to customers...” and require that “the delivered price to [the contractor’s] delivering warehouse” is “identical to the delivered price of such product sold at the same time to its other customers.” The definition of Standard Freight states that standard freight may include interdivision transfers between the contractor’s warehouses “provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor’s electronic purchasing system.” This language requires delivered price to be identical to the single price in the contractor’s system for its delivering warehouse, not a or any price into the contractor’s corporate distribution network.