

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
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	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.)

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

SPM303-12-R-0002
FF&V Southern Europe Zone
Amendment 0002

The solicitation is herein amended as follows:

1) Pages 17 Order Placement:

Added:

C. Customers may cancel orders up to time of truck sealing. There is no restocking reimbursement. Cancellation requests made after truck sealing must be agreed to and accepted by the vendor.

2) Delete Paragraph A, on Page 72, 6. INSTRUCTIONS FOR PROPOSAL SPREADSHEET- ATTACHMENT 1 in its entirety and replace with the following:

A. Please fill in the white boxes only for DOD Customers. For example, fill in Vendor Case Weight cells C7 to C63, Identical Y/N cells E7 to E63, Delivered Price Including Freight cells H7 to H63, and Base Term Distribution Price cells I7 to I63. The offeror must submit option year unit prices. Additionally, be sure to fill out cells **N7 for Option 1, O7 for Option 2, P7 for Option 3 Distribution Prices** in Attachment 1. By filling out these cells, it will calculate your total evaluated price for each option. All components of the option period unit price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option year prices, the offeror's proposal may be rejected. **Option year price increases or decreases are to be expressed in dollars and cents only.** The firm may also elect to offer no change in the distribution prices over the life of the contract.

3) Page 72, 6. INSTRUCTIONS FOR PROPOSAL SPREADSHEET- ATTACHMENT 1. Add the following:

D. If quote or invoice prices are provided in a currency other than US Dollars, offerors shall use the current conversion rate located at: <http://www.oanda.com/currency/converter/>. Offerors shall use the closing conversion rate on December 28, 2012 rounded to 2 decimal places in order to determine the appropriate US Dollar amount to be included in the Spreadsheet. Note that all invoices/quotes must be dated.

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Note: In response to the solicitation, DLA Troop Support Europe and Africa received the following questions from offerors. This amendment includes the questions as submitted with no changes, corrections, or verifications. DLA Troop Support Europe and Africa does not attest to the accuracy of the facts or information contained within the question.

1) If prices are to be submitted in USD and prices are in local currency what conversion factor is to be used to converting to USD the "Delivered Price"?

DLA Troop Support Europe and Africa Response: As noted above in Amendment 2, if quote or invoice prices are provided in a currency other than US Dollars, offerors shall use the current conversion rate located at: <http://www.oanda.com/currency/converter/>. Offerors shall use the closing conversion rate on December 28, 2012 rounded to 2 decimal places in order to determine the appropriate US Dollar amount to be included in the Spreadsheet. Note that all invoices/quotes must be dated.

2) If catalog prices are determined the week prior to the prices being in effect how can a "Delivered Price" on a sub-contractor invoice possibly match the catalog price when local market prices change constantly and local suppliers will likely invoice the contractor based on prices in effect when the order was received/processed?

DLA Troop Support Europe and Africa Response: As stated in the solicitation, the "Delivered Price" is the most recent supplier price per unit to the Contractor, inclusive of standard freight, for that product delivered to the initial point of entry into the Contracting's distribution network (normally referred to as the landed or delivered price). For this contract, the Delivered Price shall be the Contractor's last Delivered Price through close of business Tuesday 4:00 PM EST for submission not later than Tuesday 4:00PM EST for updating the following week's Ordering Catalog price.

Catalog Pricing will be established at the time of award and/or addition of the item to the catalog. Catalog Pricing will be adjusted in accordance with the terms of the solicitation and contract.

As noted on page 12 of the solicitation, for catalog price changes, the vendor must provide invoices or quotes from their sources upon any request from the Contracting Officer or Contracting Specialist. The prices on the submitted quote and invoices must match up with the delivered prices being submitted without adding in the distribution price or any other fees.

3) Southern Region Europe includes a variety of countries with unique market and logistics realities as well as different local currencies such as in the case of Serbia, Moldova and Turkey. For the purpose of support documents to be available during audits, etc. how can the contractor support the "Delivered Price" which is a single price per item regardless of the delivery location within the entire region covered by the contract?

DLA Troop Support Europe and Africa Response: A contractor's delivered price is defined as "the most recent supplier price per unit to the Contractor, inclusive of standard freight, for that product delivered to the initial point of entry into the Contracting's distribution network (normally referred to as the landed or delivered price). The Delivered Price shall be based on free on board (f.o.b) Destination. Delivered Price shall exclude all costs that are to be covered in the Distribution Price." A contractor's

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distribution price is defined as “the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Delivered Price; including but not limited to, the performance requirements of the SOW for the applicable solicitation and resulting contract.” The Delivered Price offered should be made irrespective of the final delivery location and will be established based on the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor. Delivered Price is distinct from and not to be included in the Distribution Price. Performance aspects related to the delivery of product to customers throughout the region shall be included in the Distribution Price portion of the Contract Unit Price.

4) The list of customers includes naval activities with port in the listed countries. Can a comprehensive list of ports where deliveries may be made be published?

DLA Troop Support Europe and Africa Response: All current delivery locations, including the list of posts where deliveries will be required, are provided in Attachment 3 to the solicitation.

5) Page 22 addresses how overcharges are handled during a Price Audit. However, no mention is made about the handling of undercharges. Please advise how undercharges are to be handled if found during a Price Audit.

DLA Troop Support Europe and Africa Response: The contractor bears the responsibility to review and submit its pricing to the contracting officer for approval. The Government is not responsible for any undercharges resulting from performance on the Contract or found during a Price Audit. Overcharges to the Government will be handled in accordance with the solicitation language on page 14.

6) On page 55 the "Upward ceiling on Economic price adjustment" is set at 110% on the initial Contract Delivered Price. However, it goes on to say in Paragraph (d) (2) on the same page that "If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items...". Please clarify the aforementioned statements as it is not clear whether the 110% ceiling is based on the "Delivered Price" or the "Contract Unit Price" (i.e. delivered price + distribution price).

DLA Troop Support Europe and Africa Response: The 110% ceiling is based on the Delivered Price.

7) On page 72 under "INSTRUCTIONS FOR PROPOSAL SPREADSHEET" it stated that "invoices must be submitted for all items". Please clarify whether the intent is for offerors to submit "proforma" invoices that support the initial Contract Delivered Prices for all items under the contract as actual invoices cannot be produced for transaction that have not taken place.

DLA Troop Support Europe and Africa Response: In accordance with the instruction language on page 71 of the solicitation, offerors shall submit the most current unit prices (valid within two weeks prior to issue date of the solicitation for each of these items). Although invoices which show an actual transaction are preferred, the business proposal shall include an invoice or quote with the government average weight, delivered price, and distribution price.

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8) The solicitation does not appear to cover order cancellations and the cost(s) that the contractor is able to recover as a result of such cancellation.

DLA Troop Support Europe and Africa Response: As noted above in Amendment 2, customers may cancel orders up to time of truck sealing. There is no restocking reimbursement. Cancellation requests made after truck sealing must be agreed to and accepted by the vendor.

9) Must the proposed FF&V supplier facilities be VETCOM approved? If so, is it possible for the VETCOM approval process to take place after award?

DLA Troop Support Europe and Africa Response: Section XXVII, Product Sanitarily Approved Source Requirements indicates that all applicable food products including pre-cut and packaged fruits, vegetables and salads, etc. delivered to customers in this solicitation, as well as any customer added at a later date, shall originate either from an establishment (this includes suppliers/subcontractors or direct farm deliveries) listed in the “Directory of Sanitarily Approved Established for Armed Forces Procurements” or one which has been inspected under the guidance of the United States Department of Agriculture (USDA). In addition, please see Clause 52.246.9044 “Sanitary Conditions” in the solicitation at page 63, which indicates that “The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required.