

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0016	3. EFFECTIVE DATE 21 January 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	SPM300	7. ADMINISTERED BY (If other than Item 6) CODE		
DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. #6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: LINDA L. FORD/DSCP-FTAH/215-737-7804				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-08-R-0061	
		X	9B. DATED (SEE ITEM 11) 02 MAY 08	
			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.)

The details of this amendment are provided on the following pages.

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 BY _____	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

NSN 7540-01-152-9070
PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. The closing date for this solicitation has been extended. On page 2, revise the "OFFER DUE DATE/LOCAL TIME" from January 15, 2009, 3:00 P.M. PHILADELPHIA TIME to February 3, 2009 and revise the "Note" to read as follows:

NOTE:

New initial offers will not be accepted.

Revised offers are not required. However, revised offers will be accepted as specified in this amendment.

Revised offers will be accepted only from firms that submitted their initial offers no later than the closing date of December 08, 2008 for initial offers.

One signed copy of this amendment is required to be submitted whether or not the offeror elects to submit a revised offer.

Facsimiles and E-mails are not acceptable forms of transmission for the submission of a revised offer or the signed copy of this amendment. All revisions and the signed copy of this amendment are required to be mailed to the DSCP Post Office Box 56667 or hand carried to the DSCP Business Opportunities Office as described on pages 2-3 of the solicitation.

2. In reference to the solicitation amendment 0003, dated July 17, 2008, answer to question #224 on page 47, the following clarification is provided:

Question #224. References pages 86-87 – XVII., REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS: Clause (a): It appears that this clause applies only to the Prime Vendor and not to manufacturers and growers or to "upstream" consolidators and suppliers. Please confirm.

Ans.: Yes, paragraph (a) applies to the prime vendor contractor only. It reads as follows (emphasis added): "(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. For all items, including those covered by Manufacturer's Pricing Agreements, the **contractor** warrants, on a continuing basis throughout the period of performance, that **its** product price under this contract is equal to or lower than **its** product price to its most favored customer. 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 given to any other customer 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 cost or price proposal and in the reports section.

3. Insert the following as the first two paragraphs on page 179:

Multiple Awards Determination. The Government intends to make two awards, one per zone. The intent is to have two different contractors, one for each of the separate zones. In order to ensure that two sources are available and to ensure the continuous availability of reliable sources of supplies, the Government reserves the right to exclude, under the authority of FAR 6.202, the awardee under one of these zones from being eligible for award under the other zone. However, the Government reserves the right to make one award for both zones, as necessary to support both zones if it is in the government's best interest as specified in the following paragraph.

The Zone 1 award decision will be made first to the responsible offeror whose offer conforming to the solicitation requirements will be most advantageous to the Government, cost or price and other non-price factors (technical) considered. The Zone 1 awardee will then be excluded from receiving an award for Zone 2 unless the Government has no other offer, other than from the Zone 1 awardee, that is both technically acceptable and fair and reasonably priced for Zone 2. Zone 2 will then be awarded to the offeror whose offer conforming to the solicitation requirements will be most advantageous to the Government, cost or price and other non-price factors (technical) considered.