

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		8

2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE30016R0057
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 2017 JAN 03
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED <i>(SEE ITEM 13)</i>
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 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Opening/Closing Date Changed to:
2017 JAN 03 / 2017 JUL 06
TIME 3:00 PM
See Attached Continuation Sheet(s).

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 <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
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>	

Part 12 Clauses

Amend Solicitation SPE300-16-R-0057 as follows:

1. Extend Solicitation closing date to July 6, 2017.
2. Page 23, remove Section VIII, Addition of New Customers and replace with the following:

VIII. ADDITION OF NEW CUSTOMERS**A. Adding Customers within the Contract's Geographic Distribution Region/Zone:**

1. After contract award, there may be instances when new customers request support of their fresh produce requirements. Additional DoD and/or Non-DoD federal government customers that request DLA Troop Support produce support may be added to the contract without any new acquisition or competition process, if the customer(s) is/are within the geographic distribution region/zone covered by this contract.
2. The decision as to whether a potentially new customer is within the contract region or zone and, thus, will be added to the contract without further competition and at the existing contract prices, shall be the sole decision of the DLA Troop Support Contracting Officer.
3. Pursuant to the above, the Contracting Officer will instruct the contractor to include the customer(s) at the effective contract prices applicable to that distribution zone/region.

B. Adding Customers outside the Contract's Geographic Distribution Region/Zone:

1. This provision applies to the following customers:
 - (a) A new DoD or Non-DoD federal customer that is deemed by the Contracting Officer to be outside the contract's geographic distribution region/zone.
 - (b) An existing DoD or non-DoD federal customer that is deemed by the Contracting Officer to be outside the contract's geographic distribution region/zone but has been previously supported on a separate contract covering a different geographic distribution region/zone.
2. The customers described in paragraph B.1., above, and their produce requirements, may be added to any contract resulting from this solicitation as follows:
 - (a) In the judgment of the Contracting Officer, the customer(s) at issue is/are located in an area that is considered adjacent or proximal to the geographic distribution region/zone of the resulting contract. In a circumstance where the customer is located in an area that is adjacent or proximal to multiple existing produce contracts, the decision of which contract is most satisfactory to the Government for purposes of adding the customer(s) will be the sole decision of the Contracting Officer, taking into consideration numerous factors, including but not limited to those contained in this provision. Further, to that end, it is the Contracting Officer's sole decision as to which existing contractors available in the aforementioned region/zone(s) will be solicited for the support of the customer(s).
 - (i) The Contracting Officer will request complete price proposals to support the subject new customer(s), to include distribution and delivered prices. Prior to any customer being added to the resulting contract, the Contracting Officer shall determine all proposed prices to be fair and reasonable. To this end, negotiations may be required in which the same processes and procedures contained within the instant solicitation may be employed.
 - (b) In the judgment of the Contracting Officer, the customer(s) at issue is/are not located in an area adjacent or proximal to the geographic distribution region/zone of the resulting contract, and/or the anticipated customer requirement is insubstantial, the customer(s) will not be added.

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C. Under no circumstance may the resulting contract's maximum dollar value be exceeded with the addition of any customer(s) and its respective produce requirements.

3.. Page 23, remove Section XXXII, Seasonal Acquisition and replace with the following:

XXXV. LOCAL PURCHASE (SCHOOLS/TRIBAL RESERVATIONS)

- A. DLA Troop Support and the USDA support the use of local purchase to the maximum extent practicable. Therefore, Contractors are encouraged to source local produce taking into consideration price, availability, quality, and other factors.

For purposes of this Solicitation, "local purchase" is defined, as product purchased from growers or manufacturers within the state the customer is located, within the contract zone, or from a state bordering the state in which the customer is located.

- C. For contracts using FFAVORS catalogs, Contractors are required to include state of origin information for all products in the FFAVORS catalog. FFAVORS includes a data field for this purpose.
- D. Within 45 days after contract award, the successful Contractor(s) for schools and/or tribal reservations will submit to the Contracting Officer a Local Purchase Procurement plan which will include the following elements:
1. A list of specific items that the contractor currently purchases locally;
 2. A list of local growers from which the contractor sources product;
 3. Plans to expand the purchase of local items; and
 4. A list of resources that might assist in efforts to source more local products.

- E. Contractors may be required to attend information sessions related to local sourcing and promotion of local products.

4. Starting on page 25 of the solicitation, remove Section XXXV. Proposal Submission Information and replace with the following:

XXXV. PROPOSAL SUBMISSION INFORMATION

A. Pricing

1. The pricing for the zone will be evaluated through the Schedule of Items Approach. The Schedule of Items Approach is a grouping of items along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for 18 months for that particular group. Offerors are required to submit their unit price for each item, broken down into the corresponding Delivered Price and Distribution Price components.

- a. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

- b. In accordance with Procurement Note L09, Reverse Auction may be used for Distribution Prices only.

2. Definitions:

- a. "Contract Unit Price" See Economic Price Adjustment Clause (EPA).
- b. "Delivered Price" See Economic Price Adjustment Clause (EPA).
- c. "Distribution Price" See Economic Price Adjustment Clause (EPA).

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3. Formatting of Prices: Prices shall be formatted to no more than two places to the right of the decimal point, for example, \$2.50. In the event that the offeror submits a price that exceeds this limitation, the price will be rounded up or down using standard rounding methods. For example, a price of \$2.215 or higher will be rounded up to \$2.22 and a price of \$2.214 or lower will be rounded down to \$2.21.
4. Distribution Prices - Multiple Groups and Tiers:
- a. Multiple Groups. If multiple Groups are covered under this Solicitation, the offeror is permitted to submit a separate Distribution Price for each Group. In this instance, "Group" refers to a distinct and separate set of customers that require produce support (e.g. Troops vs. Schools). In the event that an offeror includes a Distribution Price for only one Group but through its proposal submission clearly indicates that it had intended to submit a proposal for multiple Groups covered by the Solicitation (e.g. submits pricing for all items contained in the Schedule of Items for all Groups), the Contracting Officer will interpret the offeror's omission of a separate Distribution Price for the other Group as its willingness to retain the same Distribution Price as the Group it was provided for and apply it to all Groups. Per this provision, this interpretation by the Contracting Officer is reasonable and acceptable by the offeror.
 - b. Tiers. Only one Distribution Price shall be offered for all items in each Tier. Offerors may propose a different Distribution Price per Tier. As described above in paragraph A.4.a., if an offeror fails to propose a Distribution Price for all of the Tiers, the Contracting Officer will utilize the last proposed Tier and apply it onward for each subsequent Tier. For instance, an offeror proposes a Distribution Price of \$3.00 for Tier 1, and fails to provide any Distribution Price for Tier 2 or 3. The Contracting Officer will apply the \$3.00 Distribution Price from Tier 1 to Tier 2 and 3. This application is reasonable and acceptable by the offeror per the terms of this section.

B. Schedule of Items: Pricing

1. The Schedule of Items in Attachment 1 represents 100% of the estimated dollar value of this procurement. Offerors must submit pricing information. The unit prices of all items found in the Schedule of Items will be comparatively assessed to identify any unusually high or low priced items. This assessment may include, but is not limited to, comparison amongst offerors' prices as well as comparison against USDA market report prices and internal Government databases that are applicable.
2. Estimated quantities for the 18-month period (3) separate Tiers, (Three 18-month time periods) are indicated next to each item and are for information and evaluation purposes only. The Offeror's proposed Contract Unit Prices found in the Schedule of Items will be multiplied by the estimated quantities by Tier in order to calculate the Offeror's overall aggregate total price, which will be compared against the other offerors in order to identify the lowest overall price proposal.
3. Offerors are to submit proposed prices in accordance with the definitions of the separate price components identified under paragraph A, above, of this section. The Delivered Prices proposed must reflect actual and documented prices that were paid by the offeror for the various items during the time period from Sunday, May 21, 2017 through Saturday, June 17, 2017. As part of its proposal, the offeror must substantiate all the aforementioned proposed Delivered Prices for each line item with a product invoice (quotes may be accepted in very limited circumstances per Contracting Officer discretion) and accompanying freight invoice, where applicable.
 - a. The four (4) week time frame gives the offeror the ability to use an invoice already on hand, for product purchased and brought into stock in the two weeks prior to closing date. For items not purchased recently and not in stock, the latter two weeks after closing date provide the offeror the opportunity to purchase the item, and provide the resulting invoice to substantiate its proposed price. For all invoices, the quantities purchased and price paid must be true and market-based, and not created for the purpose of submitting a low price.
 - b. The offeror's proposed contract unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$3.00, pricing should be formulated as follows:

$$\begin{aligned} & \$ 2.00 + \$ 3.00 = \$ 5.00 \\ & \text{(Prices used for illustrative purposes only)} \end{aligned}$$

- c. Do Not Submit only the Unit Price; the two (2) elements must be shown separately.

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- d. Delivered and Distribution Prices for all items are to be submitted according to the Government's Unit of Issue. THERE ARE NO EXCEPTIONS to this requirement. Failure to do so may result in an offeror's proposal being deemed technically unacceptable and therefore eliminated from further consideration for award. All items listed in the solicitation will ultimately become part of the vendor's catalog. The most recent prices submitted prior to award will be incorporated into the vendor's catalog.

C. Distribution Prices

1. The offeror shall provide distribution prices for each group and for each Tier, as discussed under paragraph A.4., above, of this section, in the Schedule of Items. Each distribution price shall be provided on a per-case basis. Each group may have a different distribution price. In addition, each Tier may have a different distribution price, but each Tier's distribution price shall apply to all items during the entire Tier period.
2. Unlike Delivered Prices (as discussed further below), Distribution Prices shall remain constant for the entirety of each individual contract Tier. As such, the Distribution Price for Tier 1 does not have to be equal to the Distribution Prices for Tier 2 and Tier 3. These prices can differ or remain the same as the Tier 1 price; but ultimately will remain constant for the duration of each Tier period.

D. Delivered Prices

1. The offeror is required to submit pricing on all items within the schedule of items. For evaluation purposes, an offeror's proposed prices on the schedule of items shall reflect the offeror's delivered prices that were effective from Sunday, May 21, 2017 through Saturday, June 17, 2017.
2. As part of the evaluation process, the Government requires offerors to substantiate all of its proposed Delivered Prices with an invoice from the manufacturer, grower/shipper, private label holder, or redistributor (collectively referred to as "Supplier") along with the corresponding freight invoice. The freight charge must be indicated on the invoice with bulk freight charges broken down by the case. If requested, the line item number must be clearly marked on each invoice (both product and freight) to identify the invoice's corresponding item. The preferred documentation is the manufacturer, grower/shipper, or private label holder invoice. If a particular line item was not stocked during that time period, a written quote from a manufacturer or grower/shipper may be accepted. However, please note that anything other than an invoice, such as quotes, are the exception to the rule and may not be satisfactory to the Contracting Officer in substantiating an offeror's Delivered Price. If unsatisfactory to the Contracting Officer, said price will be unacceptable and treated as though the offeror did not submit a price at all. This situation may result in the offeror's proposal being deemed technically unacceptable and removed from further consideration for award. If an offeror does not have an invoice, then the offeror needs to explain why an invoice is not available (e.g. item not in season, do not carry, etc.). As stated, the Government has a strong preference for invoices over market quotes or other documentation. All invoices, quotes, or other documentation must be from sources that the offeror currently uses or plans to use to support the resultant contract. All invoices (and other documentation as permitted) must contain realistic quantities for which the price paid was based upon. For example, an invoice for a quantity of 1 will not be accepted when the Government routinely purchases quantities well in excess of that quantity. Conversely, an invoice (and other documentation as permitted) based upon an unrealistically large quantity will not be accepted. Quotes shall not be used for the purpose of submitting a price lower than an existing invoice price within the offeror's possession for the particular time period required by the Solicitation. This type of gamesmanship (i.e. lowballing) threatens the integrity of the procurement process and runs afoul of the clear intention of this Solicitation. As such, it will not be tolerated. By submitting a quote, the offeror is certifying that it did not purchase, nor have in stock, the item for the time period being evaluated. Information that is later obtained by the Contracting Officer that casts doubt on the veracity of this certification will be handled as appropriate per the terms of this Solicitation, applicable regulations, laws, or otherwise. The Contracting Officer has the sole authority and ultimate discretion in addressing the above-identified situations and scenarios and ultimately deciding on what information is acceptable and substantiates an offeror's proposed Delivered Prices. Any quote must be presented in the following manner:
 - a. Detailed on a manufacturer or grower/shipper letterhead;
 - b. Date price quote was supplied;
 - c. Time period price quote is effective; to include expiration date;

- d. Quantity covered by price quote;
 - e. Manufacturer or grower/shipper part number; and
 - f. Manufacturer's or grower/shipper's point of contact: including name, title, address, and phone numbers.
3. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods must be observed. For example, a delivered price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21.
 4. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable item that meets the Government's minimum requirements.
 5. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to, DFARS 252.225-7012, Preference for Certain Domestic Commodities, and the requirement that items be procured from a sanitarily approved source. All invoices and quotes must contain sufficient information to clearly reflect compliance with solicitation/contract terms and conditions.
 6. Offerors are required to submit this portion on a spreadsheet containing the following information (Attachment 1):
 - (a) Stock Number.
 - (b) Item Description: Government Item Description.
 - (c) Estimated Quantity: Quantity provided.
 - (d) Unit of Issue: Self-explanatory. Note: Unit of Issue must be same as Government's listed in the Market Basket of Items.
 - (e) Delivered Price (DEP): The price you actually paid for the item, as substantiated by a manufacturer's, grower/shipper's, or private label holder's invoice. As discussed above, a quote may be accepted, in limited circumstances, to substantiate this price. Similar, as discussed below (see EPA section), a redistributor's invoice may be accepted, in limited circumstances, to substantiate this price.
 - (f) Distribution Price (DIP): Your distribution price.
 - (g) Contract Unit Price: Delivered Price + Distribution Price.
 - (h) Total: Estimated Quantity multiplied by Unit Price.
 - (i) Gov't Average Case Weight: Provided.

E. Instructions for Proposal Spreadsheet– Attachment 1

1. Please fill in the white boxes only. For Group 1, DoD to include Troop customers fill in Delivered Price Including Freight cells G7 to G74 and Tier 1 Distribution Price cell H7, Tier 2 Distribution Price cell M7, and Tier 3 Distribution Price cell N7. The offeror must submit Tier 1, Tier 2, and Tier 3 distribution prices, which are automatically calculated by filling in cells H7 for Tier 1, M7 for Tier 2 and N7 for Tier 3 **in Attachment 1**. For Group 2, Non-DoD to include USDA customers in Mississippi, fill in Delivered Price Including Freight cells G7 to G47 and Tier 1 Distribution Price cell H7, Tier 2 distribution price in cell M7, and Tier 3 distribution price in cell N7. The offeror must submit Tier 1, Tier 2, and Tier 3 distribution prices, which are automatically calculated by filling in cells H7 for Tier 1, M7 for Tier 2 and N7 for Tier 3 **in Attachment 1**. Filling in the Delivered Price, including Freight as well as Tier Distribution Price cells will automatically calculate your total evaluated price for each Tier. All components of the Tier unit price must be rounded to two (2) places to the right of the decimal point. If an offeror does not submit Tier 1, and Tier 2 prices, the offeror's proposal may be rejected. **Tier 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. If you are not changing Tier period distribution pricing, all offerors must fill in cell **H7 for Tier 1, M7 for Tier 2, and N7 for Tier 3 for the Troop with the same distribution pricing, and must fill in cell H7 for Tier 1, M7 for Tier 2, and N7 for Tier 3 for the School with the same distribution pricing.** As a reminder, all offerors must submit **ONE DISTRIBUTION PRICE**, which will apply to every item in a group in the schedule of items. Multiple distribution prices within Tier 1 or Tier 2 will not be accepted.

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2. When preparing the spreadsheet, totals must appear in the rows titled "TIER 1 EVALUATION", "TIER 2 EVALUATION", "TIER 3 EVALUATION" "TOTAL EVALUATION INCLUDING ALL TIERS (UNWEIGHTED)" and "TOTAL EVALUATION INCLUDING ALL TIERS (WEIGHTED)". Each firm must submit a hard copy of their spreadsheet(s) for the Tier 1, Tier 2, and Tier 3 periods, as well as a copy of the spreadsheet(s) on a CD/DVD. The offerors' entire proposal, including a copy of the solicitation and all other documents should also be on a CD/DVD.

F. Financial Arrangements: As part of a proposal, an offeror must submit a list identifying any and all financial arrangements under which the offeror:

- (i) receives money from any of the offeror's suppliers, and
- (ii) asserts that such money is not a rebate, discount, or other economic incentive that would be owed to the Government under the terms of this solicitation and the resulting contract.

The offeror must provide the name of each supplier with whom the contractor has such a financial arrangement(s), provide a brief description of each financial arrangement, and explain why the offeror believes that each financial arrangement should not be considered a rebate, discount, or other incentive that would be owed to the Government under the terms of this solicitation and the resulting contract.

Note: A negative response is required.

5. See Attachment 1 for updated Schedule of Items.

6. All other terms and conditions remain unchanged.

Attachments

List of Attachments

Description	File Name
ATTACH.1 - Schedule of Items	Attachme