

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 07/03/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A		
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Angela Cusati FTAA/215-737-9108	CODE SPM300	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0073	
			✓	9B. DATED (SEE ITEM 11) April 24, 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 ONE 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.)

Subsistence Prime Vendor support for the CENTRAL FLORIDA, HONDURAS AND SURROUNDING AREAS solicitation, SPM300-13-R-0073, is hereby amended.

This amendment contains revisions (adds/changes/deletions) to the solicitation requirements. See PAGES 2-6.

The solicitation is hereby extended to July 18, 2013 @ 2:00 PM Eastern standard time.

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 (0007) CONTAINS THREE SECTIONS: SECTION I, WHICH CONTAINS ACTUAL REVISIONS (ADD/CHANGES/DELETIONS) TO THE SOLICITATION, SECTION II, WHICH CONTAINS ACTUAL REVISIONS (ADDS/CHANGES/DELETIONS) TO AMENDMENT 0001 AND AMENDMENT 0006, AND SECTION III, WHICH CONTAINS CLARIFICATIONS AND REVISIONS TO ANSWERS PREVIOUSLY PROVIDED IN AMENDMENT 0004.

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SECTION I:

1.) On page 35 of the solicitation, under paragraph, (c) Price adjustments, (1) General:

DELETE

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than [buyer fill in time] Eastern Time on [buyer fill in day], to be effective in the following ordering week’s ordering catalog prices. The Delivered Price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor’s adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer’s acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week’s ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week’s ordering catalog.

REPLACE WITH:

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than 1:30 PM Eastern Time on Wednesday, to be effective in the following ordering week’s ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor’s adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer’s acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week’s ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week’s ordering catalog.

2.) On page 35 of the solicitation, under paragraph, (c) Price adjustments, (1) General:

DELETE:

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically

authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each [buyer fill in day] that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

REPLACE WITH:

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

3.) On page 35 of the solicitation, under paragraph, (c) Price adjustments, (1) General:

DELETE:

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower delivered prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on [buyer fill in day]. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

REPLACE WITH

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower delivered prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday. If the Contracting Officer cannot

determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor’s ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

- 4.) On page 112, under FACTOR IV. SURGE & SUSTAINMENT, 250% is changed to 225%.

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SECTION II:

- 1) On page 11 of AMENDMENT 0001, Alt I to FAR 52.204-7 is removed.
- 2) One page 2 of AMENDMENT 0006:

DELETE:

2) The following items have been updated or added:

- 1. 52.212-4 Contract Terms and Conditions - Commercial Items (Jun 2013) is updated.
- 2. 52.232-99 Providing Accelerated Payment to Small Business Subcontractors, Dev (Aug 2012) is added.
- 3. DFARS 252.212-7001 is updated to May 2013.
- 4. DFARS clause 252.216-7006, paragraph (a) states orders may be issued from the effective date of the contract through up to 14 months thereafter. This is changed to up to 24 months after the effective date of the contract to coincide with the 24 month base period.
- 5. On page 28 of the solicitation, DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227) is unchecked. The solicitation does not require utilization of Wide Area Workflow Payment System. Instead, Prime Vendors must use Subsistence Total Order and Receipt Electronic System (STORES) electronic payment processing.

REPLACE WITH:

2) The following items have been updated or added:

- 1. 52.212-4 Contract Terms and Conditions - Commercial Items (Jun 2013) is updated.
- 2. 52.232-99 Providing Accelerated Payment to Small Business Subcontractors, Dev (Aug 2012) is added.
- 3. DFARS clause 252.216-7006, paragraph (a) states orders may be issued from the effective date of the contract through up to 14 months thereafter. This is changed to up to 24 months after the effective date of the contract to coincide with the 24 month base period.
- 4. On page 28 of the solicitation, DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227) is unchecked. The solicitation does not require utilization of Wide Area Workflow Payment System. Instead, Prime Vendors must use Subsistence Total Order and Receipt Electronic System (STORES) electronic payment processing.

3) One page 11 of AMENDMENT 0006:

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 up to 22 months after the effective date of the contract to coincide with the 22 month base period.

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 up to 24 months after the effective date of the contract to coincide with the 24 month base period.

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SECTION III:

The following section is provided to clarify and/or revise answers previously provided in Amendment 0004. Offerors are reminded that all answers are provided for clarification purposes only and do not change the requirements in the solicitation. The solicitation is hereby extended to July 18, 2013 @ 2:00 PM Eastern standard time.

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.