

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NO. 0025 3. EFFECTIVE DATE 29 January 2010 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-FTAE/215-737-7804

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

9A. AMENDMENT OF SOLICITATION NO. SPM300-08-R-0061

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.

- 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 _____

(Signature of person authorized to sign) _____ *(Signature of Contracting Officer)* _____

The following revisions apply to the solicitation:

1. On page 71, revise paragraph (A)(2)(b) – the product price definition/exception 1 as follows:

(b) Exception 1: The product price shall be based on FOB Origin/Point of Importer when the following conditions apply:

(i) The product is listed in category #146 – Prime Vendor Fresh Fruits and Vegetables (FF&V)

and

(ii) It is necessary for the product to be flown into the local market of Kuwait from a foreign country because local supply does not exist or it is insufficient to meet demand requirements.

and

(iii) The importer that establishes the product price is the firm that actually performs the FF&V import service including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work.

2. On page 71, revise paragraph (A)(2)(e) as follows:

(e) Upon request, for existing catalog items, for any new items being added to the catalog and for price adjustments to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower on their letterhead. When the address of the Brand Name Owner differs from the location where the product is actually manufactured, this documentation from the Brand Name Owner must identify both addresses and the product price, as identified above. If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the FF&V importer. If exception 3 applies, the Product Price shall be supported with invoice or quote documentation directly from the nonprofit agency participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Jarvis-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c). Early payment discount terms shall be specified on all invoices and/or quotes. Documents not in English will be accompanied by a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

3. On page 72, revise paragraph (A)(3) – the Normal Distribution Price definition as follows:

3. **Normal Distribution Price:** The normal distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price and premium distribution price. The normal distribution price includes the Prime Vendor's projected general and administrative expenses, workers compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act, overhead, profit, packaging/marketing/labeling costs, all Non-Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, and Subcontractor fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work (except for FF&V items from a foreign country imported into the local market of Kuwait – in which case all cost incurred by the importer are excluded from normal distribution price). It also includes the Contracting Officer Representatives (COR) office space and equipment, all transportation costs from the original CONUS and OCONUS points of Manufacture to the point where the over ocean container is loaded, all transportation costs from the Prime Vendor's OCONUS distribution facility(s) to customer locations in Kuwait and to the border of Iraq (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point – in which case transportation costs to that Distribution Point are excluded from normal distribution price -- or it is an FF&V item from a foreign country imported into the local market of Kuwait – in which case all cost incurred by the importer are excluded from normal distribution price). Normal distribution price also includes any other elements of pricing not defined in this solicitation. Additionally, if DTS does not apply as described in paragraph (5) below, the normal distribution price will include all transportation costs from the original OCONUS Point(s) of Manufacture to the Prime Vendor's OCONUS Distribution Facilities. The normal distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The normal distribution price shall exclude DTS Ocean Shipping Costs referenced below and Premium Distribution Prices separately priced elsewhere in the schedule.