

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
K

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2. AMENDMENT/MODIFICATION NO.
P00004

3. EFFECTIVE DATE
See Blk. 16C

4. REQUISITION/PURCHASE REQ. NO.
See Block 14

5. PROJECT NO. (If applicable)

6. ISSUED BY
CODE

SPE300

7. ADMINISTERED BY (If other than Item 6)
CODE

SPE300

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA
Initiator: Amy Paradis
DAP0076 Tel: 215-737-3637 Email: Amy.Paradis@dia.mil

DLA TROOP SUPPORT
DIRECTORATE OF SUBSISTENCE
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5096
USA

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

FORESTWOOD FARM, INC.
4101 COALBURG RD
BIRMINGHAM AL 35207-3180
USA

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
SPE300-15-D-P274

10B. DATED (SEE ITEM 13)
2015 FEB 17

CODE 0P3S0 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 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.

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4(o)
	D. OTHER (Specify type of modification and authority)

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

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

See Continuation Sheet

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) Randy Scott	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leah Albright
15B. CONTRACTOR/OFFEROR Randy Scott (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Leah Albright (Signature of Contracting Officer)
15C. DATE SIGNED 9-14-17	16C. DATE SIGNED 9/14/17

1. Pursuant to section VIII. B. of the Statement of Work, as incorporated into the contract, the customers listed in Attachment 1 of this modification will be added to contract SPE300-15-D-P274. For ordering purposes only, the customers in Attachment 1 (Troop) will be added to administrative catalog numbers SPE300-17-D-PA07, SPE300-17-D-PA08, and SPE300-17-D-PA09 and Attachment 1 (Schools) will be added to administrative catalog number SPE300-17-D-SA10. Ordering for SPE300-17-D-PA07, SPE300-17-D-PA08, and SPE300-17-D-PA09 will commence on September 27, 2017 with deliveries starting on September 29, 2017. Ordering for SPE300-17-D-SA10 will commence the week of September 27, 2017 with deliveries starting the week of October 2, 2017.

2. Forestwood will continue to service the customers listed in Attachment 1 until DLA Troop Support awards and fully implements a new contract for the zone that covers the customers listed in Attachment 1.

3. The distribution fee for SPE300-17-D-PA07, SPE300-17-D-PA08, and SPE300-17-D-PA09 (Troop) is [REDACTED] and distribution fee for SPE300-17-D-SA10 (Schools) is [REDACTED].

4. In accordance with FAR 52.215-6:
52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information. (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

(Street Address, City, State, County, ZIP Code)

The GARDEN WHOLESALE INC.
5400 LOMU ST.
JACKSONVILLE, FL 32209

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

5. The following language will be incorporated into SPE300-15-D-P274 :
ORDER PLACEMENT, LEAD TIME, and ADJUSTMENTS/CANCELLATION OF ORDERS

C. School Customers shall place their orders to accommodate a 4-day lead time. For example, an order placed on Monday, September 1 would have a required delivery date of Friday, September 5. See Attachment 2 Tab 2 for a listing of the schools.

D. All invoice pricing will be based upon the unit price at time of order by the customer(s). For example, for any item ordered on a Friday to be delivered the following week, pricing will be based upon the Friday price, regardless of whether the unit price for that item changed as part of the weekly catalog update.

E. Once submitted through the applicable electronic ordering system (i.e. STORES or FFAVORS), an order may be cancelled by a customer up to 24 hours before scheduled delivery via written notification to the Contractor and the Contracting Officer. Within less than 24 hours from delivery, an order may be cancelled by mutual agreement between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues.

F. For procedures discussing adjustments to orders, refer to Attachments 4 & 5 (FFAVORS and STORES manuals).

INVOICING

CONTINUED ON NEXT PAGE

2. For FFAVORS: Invoicing Tool - In an effort to improve the payment process, Contractors are required to view what the customer has or has not receipted via the USDA FFAVORS website:
<http://www.fns.usda.gov/fdd/fresh-fruits-and-vegetables-order-receipt-system-ffavors>. The Contractor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity and/or price discrepancy or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the website by the Contractor. It is the Contractor's responsibility to ensure accurate invoices.

6. Remove Economic Price Adjustment Language listed on page 29 of SPE300-15-R-0006 and replace with attachment 2.

7. All other terms and conditions of the contract remain unchanged.