

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 07/26/2018	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPE300	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. SPE30018R0027
			(X)	9B. DATED (SEE ITEM 11) 2018 JUN 25
				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.

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: (Specify authority) 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 (such as changes in paying office, appropriation date, etc.) 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 (Specify type of modification and authority)

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

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

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 (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)			_____ (Signature of Contracting Officer)
			16C. DATE SIGNED

1-This amendment provides answers to questions which were submitted in reference to solicitation SPE300-18-R-0027. The answers are provided for clarification purposes only and do not change the solicitation requirements. In the event of any discrepancy between the answers provided and the solicitation documents, the solicitation documents will take precedence. Minor revisions may have been made to the questions for clarification purposes. Questions and answers are provided below:

2-DLA Troop Support does not intend to entertain any additional questions before SPE300-18-R-0027 closing date and time.

3-All other terms and conditions of the solicitation remain unchanged.

Questions 1 relate to pp. 10-12, Electronic Ordering Catalogs:

Does DLA intend to only allow price adjustment requests every other week, as opposed to weekly?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments under any resultant contract

If DLA will only permit bi-weekly price changes, why has it changed this requirement, given that Fresh Fruits and vegetables ("FF&V") pricing is extremely volatile and is typically priced weekly?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments under any resultant contract.

Is there any protection/reimbursement for the contractor in cases where the Contracting Officer fails to make a price reasonableness determination prior to the order date?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments under any resultant contract.

If the CO fails to make a price reasonableness determination in the time requested, may the contractor remove the item from the order guide? This removal will be necessary to protect the contractor from losing money on a sale to DLA.

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments under any resultant contract.

If the CO fails to make a price reasonableness determination in the time requested and rejects the requested adjustment after the item is sold, may the contractor pursue recovery for the difference pursuant to the Contract Disputes Act?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments under any resultant contract.

Questions 2 relate to pp. 14-17, Economic Price Adjustment:

What is DLA's need for cost data from downstream suppliers in the supply chain?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation, under any resultant contract.

Given that FF&V and egg products are commercially available off-the-shelf (COTS) items sold in significant quantities to the public, that the Solicitation is being issued as an unrestricted acquisition under full and open procedures, and that DLA has other FF&V and egg prices from other distributors for which to compare pricing, why does DLA believe it needs cost data downstream in the supply chain to determine the price reasonableness of the FF&V and egg products at issue?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation for price adjustments, under any resultant contract.

A commercial contractor typically does not have a right to obtain downstream cost data from a manufacturer or other suppliers down the supply chain. Will DLA remove this provision because it is inconsistent with customary commercial practice for the item being acquired and it is commercially impracticable to meet?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation for price adjustments, under any resultant contract.

Will DLA delete this requirement because it is inconsistent with DoD policy regarding audit requests for other than certified cost or pricing data. See FAR 52.215-20 (Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data); FAR 52.215-21 (Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data - Modifications); DFARS 252.215-7010 (Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data); PGI 215.402.

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation for price adjustments, under any resultant contract. DLA does not intend to revise this requirement.

If DLA insists on this data, has it obtained a waiver to deviate from customary commercial procedures as is required by FAR 12.302(c)?

Answer: Please see solicitation page 14-17: Economic price adjustment "EPA", section VII.

Alternatively, will DLA amend the Solicitation and resulting contract to adopt the previously acceptable language, which requires that: "Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, manufacturer/grower/ private label holder documentation regarding rebates/allowances, and any other substantiating information required by the Contracting Officer."

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating

documentation for price adjustments, under any resultant contract. DLA does not intend to revise this requirement.

Questions 3 relate to pp. 14-17, Economic Price Adjustment:

This provision will require contractors to sell at a loss in a highly price volatile products (FF&V and eggs) and thus imposes a significant price risk. Accounting for the risk imposed by this provision will require contractors to factor in the risk in their Distribution Price, potentially causing substantial price increases to the Government. Will DLA remove this provision because it has not been included in previous contracts?

Answer: This solicitation is for a firm-fixed price with Economic Price Adjustment contract. Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation for price adjustments, under any resultant contract. DLA does not intend to revise this provision.

Will DLA substitute the provision, included in prior contracts, that "[i]f an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling"?

Answer: Please see solicitation page 14-17: Economic price adjustment "EPA", section VII. DLA does not intend to revise this provision.

Questions 4 relate to pp. 14-17, Economic Price Adjustment:

What is DLA's need for audit rights to cost data from downstream suppliers in the supply chain?

Answer: Please see solicitation page 10-12: Electronic ordering catalogs, section VI, and solicitation page 14-17: Economic price adjustment "EPA", section VII, for information on price adjustments, including substantiating documentation for price adjustments, under any resultant contract.

Will DLA remove this provision because it is inconsistent with customary commercial practice for the item being acquired and it is commercially impracticable to meet?

Answer: DLA does not intend to revise this provision.

Will DLA delete this position because it is inconsistent with DoD policy regarding audit requests for other than certified cost or pricing data. See FAR 52.215-20 (Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data); FAR 52.215-21 (Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data - Modifications); DFARS 252.215-7010 (Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data); PGI 215.402.

Answer: DLA does not intend to revise this provision.

If DLA insists on this data, has it obtained a waiver to deviate from customary commercial procedures as is required by FAR 12.302(c)?

Answer: DLA does not intend to revise this provision.

Questions 5 relates to p. 19, Addition of New Customers:

Will DLA revise this provision to provide that the decision to add customers to the contract shall be mutually agreed upon by DLA and the contractor?

Answer: Please see solicitation page 19: Addition of new customers. DLA does not intend to revise this provision.

Alternatively, will DLA revise this provision to allow for addition of customers with a right of either party to an equitable adjustment based on the size of the need, location, and requirements of each customer added?

Answer: Please see solicitation page 19: Addition of new customers. DLA does not intend to revise this provision.

Questions 6 relates to p. 22, Order Placement, Lead Time, and Adjustment/ Cancellation of Orders:

Will DLA revise this provision to allow for a minimum \$350.00 order requirement for any resultant contract?

Answer: Please see solicitation page 22: Order placement, lead time and adjustment/cancellation of orders. DLA does not intend to revise this provision.

Questions 7 relates to p. 22, Item Availability:

Will DLA revise this provision to allow for notice to Schools/Tribal Reservation customers within 24 hours?

Answer: Please see solicitation page 22: Item availability. DLA does not intend to revise this provision.

Questions 8 relates to p. 22-23, Repackaging & Splitting of Cases:

Will DLA amend the Solicitation to allow offerors to bid a per unit fee for split cases or repackaging?

Answer: Please see solicitation page 22-23: Repackaging and splitting of cases. DLA does not intend to revise this provision.

Questions 9 relates to p. 23-24, Inspection and Acceptance:

Will DLA delete the addition of the referenced ambiguous language because multiple other clauses in the Solicitation already provide the Government with rights and remedies for latent defects?

Answer: Please see solicitation page 23-24: inspection and acceptance. DLA does not intend to revise this provision. This provision applies in addition to any other post-acceptance rights.

Alternatively, will DLA restate the clause as follows: "The Government's post-acceptance rights identified in FAR 52.212-4(a) shall also apply to latent defects."

Answer: Please see solicitation page 23-24: inspection and acceptance. DLA does not intend to revise this provision. This provision applies in addition to any other post-acceptance rights.

Questions 10 relates to p. 28, Emergency Orders:

Will DLA delete this provision or suggest a less frequent amount of emergency orders?

Answer: Please see solicitation page 28: Emergency orders. DLA does not intend to revise this provision.

Questions 11 relates to p. 29-30, Product Quality:

Will DLA revise this provision to allow for a 5-day shelf life requirement for shell eggs when delivered to DLA customers, unless authorized by the Contracting Officer and the customer?

Answer: Please see solicitation page 29-30: Product quality. DLA does not intend to revise this provision.

Questions 12 relates to p. 31-32, Product Sanitarily Approved Source Requirements and Sanitary Conditions:

Will the contractor be required to monitor the USAPHC Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, to independently determine that a facility no longer meets the requirements?

Answer: Please see solicitation page 31-32: Product sanitarily approved source requirement and sanitary conditions for contractor responsibilities.

Does the notification requirement apply upon actual notice or constructive notice to the contractor of a lapse by a facility?

Answer: Please see solicitation page 31-32: Product sanitarily approved source requirement and sanitary conditions for contractor responsibilities.

Questions 13 relates p. 34-35, Management Reports:

What is the rationale for the new certification requirement?

Answer: Please see solicitation page 34-35: Management reports. DLA expects that its contractors should be able to certify as to the accuracy of the representations made regarding contract performance.

What right or benefit does DLA gain by requiring such a burdensome certification that it did not have when it simply required reports of earned income?

Answer: Please see solicitation page 34-35: Management reports.

Does DLA understand the increased burden it has imposed by requiring an individual with authority to bind the contractor to certify compliance with earned income reporting?

Answer: Please see solicitation page 34-35: Management reports.

Does DLA understand that increased time and effort required for such nonstandard monthly certifications will have to be compensated within the distribution price? Has DLA obtained necessary waiver of commercial practices and approval to add such a certification requirement to its FF&V and egg solicitation?

Answer: Please see solicitation page 34-35: Management reports.

Will DLA delete this requirement and adopt the language requiring reports in its standard Subsistence Solicitations?

Answer: Please see solicitation page 34-35: Management reports. DLA does not intend to revise this language.