

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/10/2019	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)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30019R0040
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2019 JUN 28
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	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	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

The following text is added to SPE300-19-R-0040 as referenced on page 5 and 7:

XXXVIII. PROPOSAL SUBMISSION INFORMATION

A. Pricing

1. An offeror's price proposal shall consist of prices submitted for each of the items found in the Schedule of Items (Attachment 1). The Schedule of Items is a grouping of items expected to be ordered by the customers along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for that particular Group. Offerors are required to submit their Contract Unit Price for each item, broken down into the corresponding Delivered Price and Distribution Price components. Pricing will be based on the following formula:

Contract Unit Price = (Delivered Price - Rebates/Discounts) + Distribution Price

See Economic Price Adjustment section of this solicitation for price component definitions.

2. 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.

3. Distribution Prices - Multiple Groups and Tiers:

a. Multiple Groups. 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 (i.e. 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 (i.e. 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.3.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. The Contracting Officer will apply the \$3.00 Distribution Price from Tier 1 to Tier 2. 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 for all items in the Schedule of Items.

2. Estimated quantities for each tier (2 separate Tiers, consisting two (2) 24-month time periods) are indicated next to each item and are for information and evaluation purposes only.

3. Offerors are to submit proposed prices in accordance with the definitions of the separate price components identified earlier in this Solicitation. The Delivered Prices proposed must reflect those prices that were paid by the offeror for the various items during the Sunday, June 16, 2019 through Saturday, July 20, 2019. Upon request from the Contracting Officer, an offeror may be required to substantiate the aforementioned proposed Delivered Prices with a product invoice (quotes may be accepted in very limited circumstances per Contracting Officer discretion) and accompanying freight invoice. The offeror's proposed Contract Unit Prices must be in a format that identifies the Delivered Price, minus any applicable Rebates/Discounts, and the Distribution Price as separate entries, then totaled together as one lump sum (i.e. the Contract Unit Price). For example, if the Delivered Price is \$20.00, the applicable Rebates/Discounts equal \$0.25, and the Distribution Price is \$3.00 an offeror's proposed Contract Unit Price for that item should be indicated as follows:

$(\$20.00 - \$0.25) + \$ 3.00 = \$ 22.75$   
(Prices used for illustrative purposes only)

(a) An offeror shall NOT submit only the Contract Unit Price. All three components, as demonstrated above, shall be provided for each item.

(b) Delivered Prices, applicable Rebates/Discounts, 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. Please note that all items listed in the Solicitation's Schedule of Items will ultimately become part of the Contractor's catalog.

(c) It is important to note that the Rebates/Discounts reported by an offeror during the proposal and subsequent evaluation stage will be relied upon by the Contracting Officer in demonstrating the favorable business relationships and resulting pricing terms that the offeror has with its suppliers. These favorable pricing terms, as well as any other terms represented in its proposal, should be available and utilized during the performance of the contract if the offeror is selected as the awardee. Therefore, it is required that the offeror be realistic and accurate in its reporting of said Rebates/Discounts. TO BE CLEAR: All offerors are on notice that the Contracting Officer expects each's proposal to accurately reflect the way in which that offeror intends to perform the contract if it is selected as the awardee. It is unacceptable to propose favorable terms that are inaccurate, false, or unrealistic for the

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purpose of misleading the Contracting Officer and tainting the evaluation process so that the offending offeror receives an award. Such behavior, when discovered, will result in immediate adverse action against the offeror or contractor as permitted by the terms of this Solicitation, applicable regulations, laws, or otherwise.

#### C. Distribution Prices

1. The offeror shall provide Distribution Prices for each Group (i.e. Troops vs. Schools/Tribal Reservations) and for each Tier, as discussed in paragraph A.3 of this section. Each Distribution Price shall reflect performance costs on a per-case basis. Each Group may have a different Distribution Price. Also, 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 Price for Tier 2. 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, as previously defined, that were effective from Sunday, June 16, 2019 through Saturday, July 20, 2019.

2. As part of the evaluation process and requirement for proposal submission, the Government requires offerors to substantiate all of its proposed Delivered Prices with an invoice / quote from the manufacturer, grower, private label holder, or redistributor (collectively referred to as "Supplier") along with the corresponding freight invoice. The line item number must be clearly marked on each invoice (product and freight) to identify the invoice's corresponding item. The preferred documentation is the manufacturer, grower, or private label holder invoice. If a particular line item was not stocked during that time period, a written quote from a manufacturer, grower or private label holder 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 didn't 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, the offeror needs to explain why, e.g. 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 (or quotes, when approved by the contracting officer) must be based on quantities that are representative of the quantities expected to be purchased under the contract. For example, an invoice for a quantity of 1 will not be accepted when the Government routinely purchases quantities well in excess of that amount. Conversely, an invoice (or quotes, when approved by the contracting officer) based upon a quantity significantly larger than expected to be purchased under the contract 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 Manufacturer, Grower, or Private Label Holder 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, Grower, or Private Label Holder part number; and
- (f) Manufacturer, Grower, or Private Label Holder's point of contact: including name, title, address, and phone numbers.

#### E.Contract Unit Prices

1. Prices must not extend more than two 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.

2. 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.

3. 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.

4. Offerors are required to submit a spreadsheet containing the following information (Attachment 1):

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- (a) Government Item Number
- (b) Stock Number
- (c) Average Gov't Case Weight: Provided.
- (d) Item Description: Government Item Description.
- (e) Estimated Quantity: Quantity provided.
- (f) Unit of Issue: Self-explanatory. Note: Unit of Issue must be the same as that identified in the Government's Schedule of Items.
- (g) Delivered Price (DEP): The price you actually paid for the item minus any applicable Rebates/Discounts, as substantiated by a Manufacturer, Grower, or Private Label Holder invoice or quote. In limited circumstances as described above, this price may be substantiated by a Redistributor's invoice (Redistributor Exception). Conversely, under no circumstances will a quote be accepted from a Redistributor.
- (h) Distribution Price (DIP): Your distribution price.
- (i) Contract Unit Price: (Delivered Price - Rebates/Discounts) + Distribution Price.
- (j) Total Delivered Price: (Delivered Price - Rebates/Discounts) \* Estimated quantity.
- (k) Total Distribution Price: Distribution price \* Estimated quantity.
- (l) Total Evaluated Price: Total Delivered Price + Total Distribution Price.
- (m) Tier 2 Distribution Price:
- (n) Tier 3 Distribution Price:

## F. Instructions for Proposal Spreadsheet- Attachment 1

1. Please fill in the white boxes only for each Group. For Group 1, Non-DoD School and Reservation customers in Western Oregon and Parts of Washington-, fill in Delivered Price, including Freight cells G7 to G36. For Group 2, Non-DoD School and Reservation customers in Eastern Oregon-, fill in Delivered Price, including Freight cells G7 to G36. The offeror may propose different Distribution Prices for each group and for each tier, but all items within each tier shall have the same distribution price. The offeror must submit tier period distribution prices by filling in cells H7 for Tier 1 and M7 for Tier 2 for Groups 1 and 2 in Attachment 1. The spreadsheet will automatically calculate your total evaluated price for each Tier. All prices must be rounded to two places to the right of the decimal point using standard rounding methods (see paragraph A.2. above). If an offeror does not submit Distribution Prices for the tier periods, the offeror's proposal may be rejected as technically unacceptable. Distribution Prices by Tier are to be expressed in dollars and cents only. An offeror may elect to offer no change in the Distribution Prices over the life of the contract. If you are not changing tier period Distribution Prices, all offerors must fill in cells M7 for Tier 2 with the same distribution pricing as the "Tier 1 Price" column. Failure to do so will be read as the offeror's intention to have the most recent preceding Tier distribution price apply to the subsequent tier periods. As a reminder, all offerors must submit ONE DISTRIBUTION PRICE per Tier that will apply to every item in a Group in the Schedule of Items. Multiple Distribution Prices within a tier period will not be accepted.

2. When preparing the spreadsheet, totals must appear in the rows titled "TIER 1 EVALUATION", "TIER 2 EVALUATION", and "TOTAL EVALUATION INCLUDING ALL TIERS".

G. Financial Arrangements: As part of a proposal, an offeror must submit, on signed letterhead, 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, provide written agreement, 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.

H. Proposal Submission: Each offeror must submit:

- (i) a signed copy of the solicitation (and amendments, if applicable),
- (ii) all solicitation attachments (including Attachment 1 with proposed prices),
- (iii) signed financial arrangement information,
- (iv) a copy of a valid PACA License, and
- (v) a valid GHP / GAP audit for each place of performance. Failure to do so may render an offeror's proposal technically unacceptable.

When submitting a proposal to the Business Opportunities Office an offeror must provide a hard copy as well an electronic version (CD/DVD) of all items listed above. No hard copy is required when submitting a proposal through DIBBS.

All other terms and conditions of the solicitation remain unchanged.