

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE 07/09/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE PHILADELPHIA PA 19111-5092 BUYER/PHONE: Susan Budman/215-737-8324		CODE SPM300	7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0060	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 04/12/2013
				<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 your 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 ONLY APPLIES TO MODIFICATION 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 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 BOISE, IDAHO, PORTLAND, OREGON AND SPOKANE, WASHINGTON:  
 Subject Solicitation is hereby amended as follows on Pages 2-6.

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)	
		Debbie Holman Contracting Officer	
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 are provided to clarify and/or revise the answers previously provided in Amendment 0006. Offerors are reminded that all answers are provided for clarification purposes only and do not change the requirements in the solicitation.

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.
4. Attachments 1, 2 and 3 – Price Proposals are hereby replaced with the attached Price Proposals. The only changes made to these price proposals are to widen the various Total columns.
5. On Page 38-40, the following clause has been amended as follows:

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)

Delete:

(c) Price adjustments.

(1) General.

(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.

(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.

(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:

(c) Price adjustments.

(1) General.

(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.

(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.

(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.

Delete:

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed [buyer fill in percentage] percent (%) for all items except fresh fruits and vegetables (FF&V) and [buyer fill in percentage] percent (%) for fresh fruits and vegetables (FF&V) of the initial contract delivered price, except as provided below.

Replace:

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed 30 percent (%) for all items except fresh fruits and vegetables (FF&V) and 90 percent ( %) for fresh fruits and vegetables (FF&V) of the initial contract delivered price, except as provided below.