

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 41
2. AMENDMENT/MODIFICATION NO. 0018	3. EFFECTIVE DATE 29 May 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. #6 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: LINDA L. FORD/DSCP-FTAH/215-737-7804	CODE SPM300	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. SPM300-08-R-0061		
		X 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.

(X) 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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-9070
PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Given anticipated changes in the military and political situation in Iraq, major adjustments have been made to the solicitation requirements as stated herein. Most significantly, the base and option year terms, zone structure, catalog distribution list, schedule of items, estimated quantities, estimated dollar values, and pricing methodology have been revised. The revised estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. Any estimates provided in this amendment are subject to be increased or decreased based on the actual conditions on the ground.

A revised solicitation, which contains all amendments, 0001 thru 0018 will be available on the following DSCP web site by close of business on the next business day post the issue date of amendment 0018: www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp. It will only be color-coded to show the specific changes contained herein. The original solicitation and the previous version of the solicitation that contained color-coded amendments 1 thru 17 will also remain available on the DSCP web site for your convenience. Amendments will also be available on the following sites: www.dibbs.bsm.dla.mil and www.fbo.gov.

2. The closing date for this solicitation has been extended. On page 2, revise the "OFFER DUE DATE/LOCAL TIME" from February 3, 2009, 3:00 P.M. PHILADELPHIA TIME to July 30, 2009, 3:00 P.M. PHILADELPHIA TIME and replace the note with the following:

NOTE: This revised solicitation, which contains all amendments, 1 thru 18 shall be signed by each offeror and submitted along with each offer. Only one originally signed copy of this solicitation document is required for submission. One originally signed copy of Amendment 0018 and any future amendment(s) shall also be signed and submitted with each offer.

Facsimiles and E-mails are not acceptable forms of transmission for any offer submitted in response to amendment 0018. All offers are required to be mailed to the DSCP Post Office Box 56667 or hand carried to the DSCP Business Opportunities Office as described on pages 2-3 of the solicitation.

New initial offers will be accepted. New offers shall be submitted in accordance with the methods and to the locations set forth on pages 2-6 and 142-170 of the solicitation as amended.

Firms that have previously submitted offers and want to be considered for award are required to submit revised offers. Failure to submit a revised offer shall result in the rejection of the offeror's entire existing proposal.

Technical proposals shall re-address all technical factors in consideration of the contents of this amendment. The re-submitted technical proposal must be a complete document without reference to the existing proposal. Six copies of the re-submitted technical proposal are required for submission.

Cost or price proposals must be submitted on the revised catalog distribution list and schedule of items, attachments 1 and 2, respectively. The revised attachments will be automatically forwarded by DSCP to the point of contact of record for each existing offer via e-mail by close of business on the next business day post the issue date of amendment 0018. The re-submitted cost or price proposal must be a complete document without reference to the existing submission. One copy in Microsoft Excel Spreadsheet format on a CD and one

paper copy, of the cost or price proposal are required for submission. All quotes and/or invoices must be re-submitted. **Any quote or invoice that references more than one item must be copied and submitted one for each item on the schedule, in item number sequence.**

3. On page 3, revise “Block 17A (Continued)” as follows:

OFFERORS: SPECIFY

CAGE CODE: _____

PRIMARY COMPANY POC/NEGOTIATOR _____

PHONE #: _____

E-MAIL ADDRESS: _____

FAX NUMBER: _____

4. On page 3, revise the last sentence of the paragraph entitled “Authorized Negotiators” as follows: Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

5. On page 4, revise the second and third paragraphs of the “Caution Notice” to read as follows:

This solicitation involves support of customers who are currently within a war zone. The zone to be supported under this solicitation has been designated as a contingency operation in accordance with the definition at FAR 2.101. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zone.

The Category/Distribution List and the Schedule of Items, Attachments 1 and 2 will only be provided by DSCP to new offerors upon request (e-mail request is preferred). See below e-mail contact information. Cost or Price Proposals are required to be submitted using attachments 1 and 2, which are in the Microsoft Excel Spreadsheet format. Offerors are required to submit the spreadsheet on CD as well as a printed hard copy. **Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.**

DSCP Points of Contact:

Ginny.Barnwell@dla.mil

Timothy.Dlugokecki@dla.mil

Linda.Ford@dla.mil

6. On page 4, revise the note at the bottom of the page to read as follows: Note: Any firm that previously submitted an offer on this solicitation SPM300-08-R-0061 should automatically receive revised attachments 1 and 2 via e-mail by close of business on the next business day post the issue date of amendment 0018. If you do not receive attachments 1 and 2 within the stated time frame, please submit a request as instructed above.

7. On page 6, delete and replace the chart as follows:

Number	Reminder	Check
1	Request attachments 1 and 2 from the Contracting Officer, as indicated below and use the provided spreadsheets for submission of your pricing information?	
2	Fill in and sign SF1449 as required?	
3	Print one copy of the solicitation that contains amendments 1 thru 18 from the DSCP web site www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp ? Return one (1) signed and	

Number	Reminder	Check
	completed copy of this solicitation with your proposal?	
4	Return one (1) signed copy of amendment P0018 and any future amendments.	
5	Prepare and return 6 copies of the Technical Proposal and 2 copies of the Cost or Price Proposal?	
6	Submit the Cost or Price Proposal on the formatted spreadsheets (attachments 1 and 2) in accordance with the instructions in the solicitation (one copy on CD and one hard copy).?	
7	Submit a MANUFACTURER'S quote or invoice for every item listed on attachment 2 (ONE COPY OF THE QUOTE OR INVOICE FOR EACH INDIVIDUAL ITEM)? Label or use a cover sheet for each quote or invoice to identify the item number from the schedule that it supports? Submit the quotes or invoices in item number sequence? Submit quotes or invoices that are dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later)? Are FOB Origin Terms clearly identified on the quote or invoice? Is the product price based on Full Truck Load Quantities? Is the NAPA discount clearly identified on the quote or invoice and removed from the product price? Refer to solicitation for actual requirements.	
8	Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers? Warehouses functioning as backups should be designated as such. See the submission requirement for technical factor III, c. Pipeline.	
9	Check your math for accuracy on your Cost or Price Proposal?	
10	Submit your best offer?	
11	Submit a Subcontracting Plan if your firm is a large domestic business?	
12	Identify your authorized negotiators on page 4 as required. Did you identify which negotiator will serve as the primary point of contact?	

8. On page 6, delete and replace the first four sentences below the chart as follows: Please contact Contract Specialist Ginny Barnwell or Contracting Officers Timothy Dlugokecki or Linda Ford in order to receive an electronic copy of the category/distribution list and schedule of items, attachments 1 and 2. The schedule of items format will be Microsoft Excel Spreadsheet. As stated in note 6 above, please provide a printed hard copy of the Cost or Price Proposal as well as a copy on CD in the provided format. Any proposal which does not include a printed hard copy as well as a copy on CD may result in the rejection of the entire proposal.

9. On page 7, revise the "List of Documents, Exhibits, and Other Attachments as follows:

- Attachment 1 – Category/Distribution List
- Attachment 2 – Schedule of Items
- Attachment 3 – NAPA Holders Listing
- Attachment 4 – STORES EDI Information & 810 Transaction Set
- Attachment 4a – 832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS)
- Attachment 5 – Sample Subcontracting Plan (Large Domestic Firms only)

10. On page 8, revise the date of "FAR 52.212-4" from "FEB 2007" to "MAR 2009."

11. On page 8, paragraph (a), add the following after the third sentence: If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

12. On page 8, paragraph (a), delete the last sentence.

13. On page 9, revise paragraph “(i) Payment (2) Prompt Payment” as follows: The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

14. On page 9, revise paragraph “(5) Overpayments” and add paragraph “(6) Interest” as follows:

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

15. On pages 10 and 11, revise paragraph “(r) Compliance with Laws Unique to Government Contracts” as follows: The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

16. On page 11, revise number (7) in paragraph “(s) Order of Precedence” as follows:

(7) The Standard Form 1449

17. On page 11, revise paragraph “(2)(i) (B)” as follows: comply with the requirements of Subpart 42.12 of the FAR;
18. On page 14, revise the date in the chart for FAR 52.232-17 from “JUNE 1996” to “OCT 2008.”
19. On pages 39 thru 44, remove and replace FAR 52.212-5 as follows:

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APRIL 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combatting Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g))
 ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g))
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L., 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

{Contracting Officer shall check as appropriate.}

X (1) 52.203-6, **Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).**

X (2) 52.203-13, **Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))**

X (3) 52.203-15, **Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5)**

___ (4) 52.204-11, **American Recovery and Reinvestment Act - Reporting Requirements (MAR 2009) (Pub. L. 111-5)**

___ (5) 52.219-3, **Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).**

X (6) 52.219-4, **Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a)**

___ (7) [Reserved]

___ (8) (i) 52.219-6, **Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).**

___ (ii) **Alternate I (OCT 1995) of 52.219-6.**

___ (iii) **Alternate II (MAR 2004) of 52.219-6.**

___ (9) (i) 52.219-7, **Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).**

- ___ (ii) **Alternate I (OCT 1995) of 52.219-7**
- ___ (iii) **Alternate II (MAR 2004) of 52.219-7.**
- (10) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- (11) (i) **52.219-9**, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*
- Alternate II (OCT 2001) of 52.219-9.
- ___ (12) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (13) **52.219-16**, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [Paragraphs 14 through 16 are not applicable to DoD contracts at this time.]*
- ___ (14)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) **Alternate I (JUNE 2003) of 52.219-23**
- ___ (15) **52.219-25**, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f)
- (18) **52.219-28**, Post Award Small Business Program Rerepresentation (APRIL 2009) (15 U.S.C. 632(a)(2)).
- (19) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- (20) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (21) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- (22) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).
- (23) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (24) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- (25) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (26) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
- ___ (27) **52.222-54**, Employment Eligibility Verification (JAN 2009) (Executive Order 12989) (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) **Alternate I (MAY 2008) of 52.223-9** (42 U.S.C. 6962(i)(2)(C))
- ___ (29) **52.223-15**, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

- ___ (30) (i) **52.223-16**, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
 (ii) Alternate I (DEC 2007) of 52.223-16
[Paragraphs (31) - (33) are not applicable to DoD contracts and have been deleted.]
 X (34) **52.225-13**, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 ___ (35) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
 ___ (36) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
 ___ (37) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
 ___ (38) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
 X (39) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 ___ (40) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
 ___ (41) **52.232-36**, Payment by Third Party (MAY 1999)(31 U.S.C. 3332.)
 ___ (42) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
[Paragraph (43) is not applicable to DoD contracts and has been deleted.]

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
 ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (41 U.S.C. 351, et seq.).
 ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 ___ (5) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 ___ (6) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.)
 ___ (7) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)
 ___ (8) **52.237-11**, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))

(ii) **52.219-8**, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). Applies to contracts funded under the Act.**

(iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) **52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (SEP 2006)(38 U.S.C. 4212);**

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(vii) **52.222-39**, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(viii) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*)

(ix) **52.222-50**, Combatting Trafficking in Persons FEB 2009) (22 U.S.C. 7104(g).
___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C 7104 (g))

(x) **52.222-51**, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C.351, *et seq.*)

(xi) **52.222-53**, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*)

(xii) **52.222-54**, Employment Eligibility Verification (JAN 2009)

(xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

20. On page 45, revise the date of “DFARS 252.212-7001” from “MAR 2008” to “JAN 2009.”

21. On pages 45 and 46, revise paragraphs “(b)” and “(c)” as follows:

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) **252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (JAN 2009)(Section 847 of Pub. L. 110-81)
- (2) **252.205-7000**, Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- (3) **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) (15 U.S.C. 637).
- (4) **252.219-7004**, Small Business Subcontracting Plan (Test Program) (Aug 2008) (15 U.S.C. 637 note)
- (5) **252.225-7001**, Buy American Act and Balance of Payment Program (Jan 2009) 41 U.S.C. 10a-10d, E.O. 10582)
- (6) **252.225-7012**, Preference for Certain Domestic Commodities (Dec 2008) (10 U. S. C. 2533a) *[If checked, the full text of the clause will be included in the solicitation]*
- (7) **252.225-7014**, Preference for Domestic Specialty Metals (June 2005)(Deviation)(10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
- (8) **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a). *[If checked, the full text of the clause will be included in the solicitation]*
- (9) **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (Mar 2006) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (10) **252.225-7021**, Trade Agreements (Nov 2008)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- (11) **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- (12) **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- (13)(i) **252.225-7036**, Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2009) (41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- (ii) Alternate I (Oct 2006) of 252.225-7036.
- (14) **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- (15) **252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (16) **252.227-7015**, Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- (17) **252.227-7037**, Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- (18) **252.232-7003**, Electronic Submission of Payment Requests (Mar 2008)(10 U.S.C. 2227)

- (19) X **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (20) X **252.243-7002**, Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410).
- (21)(i) X **252.247-7023**, Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).
- (ii) X Alternate I (Mar 2000) of 252.247-7023.
- (iii) ___ Alternate II (Mar 2000) of 252.247-7023.
- (iv) ___ Alternate III (May 2002) of 252.247-7023.
- (22) X **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) **252.225-7014**, Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (Deviation) (10 U.S.C. 2533a).
- (2) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (3) **252.247-7023**, Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).
- (4) **252.247-7024**, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

22. On page 47, revise paragraphs "A" and "E" as follows:

- A. This solicitation involves support of customers who are currently within a war zone. The zone to be supported under this solicitation has been designated a contingency operation in accordance with the definition at FAR 2.101. Offerors are advised to consult with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the solicited zone.
- E. Due to the anticipated drawdown in Iraq, DSCP has determined that only one zone (Kuwait, Iraq, and Jordan) is required to support all of the military customers located in Kuwait, Iraq, and Jordan; i.e., military shore and/or ship facilities, mobile kitchen tent facilities (MKT's), ration break points, trailer-transfer points, and military training exercise locations.

23. On page 48, revise paragraphs "F thru H" and "A" as follows. Also, delete paragraph "I."

- F. The Prime Vendor will need to transport full and empty containers/trucks to and from Iraq under the supervision of a U.S. Army convoy. Private security is presently prohibited (see page 60). The vendor is responsible to honor the provisions of clause 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside The United States (Mar 2006), and all clauses which may supplement or supersede it. Iraq convoy routes are established via Kuwait. A vendor(s) needs to have, at a minimum, operations in Kuwait to include a physical warehouse location and a distribution network.
- G. Travel in Iraq remains dangerous. Various forms of terrorist and criminal elements remain active. Military operations continue. Attacks against military and civilian targets, including military convoys throughout Iraq continue. Offerors are advised to consult

with the U.S. Department of State (www.travel.state.gov) for the latest information on the political and security conditions in the above zone.

H The Government intends to make one award for this zone. The contract shall be for a term of eighteen (18) months and will include four (4) available option periods. Option years one, two and three will be one-year each while option year four (4), the final available option will be eighteen (18) months.

A. One Zone – Kuwait, Iraq, and Jordan:

This zone includes multiple ordering facilities, as listed in the Deliveries and Performance section of this solicitation. Ordering facilities can be added and/or subtracted as conditions warrant based on U.S. Government request and applicable Military Service/customer needs. In order to provide an estimate of the size of the contract, an approximate dollar value has been annotated as follows:

Total estimated sales for the base period (18 months): \$786,546,507.84

Note: The estimated sales volume was developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. The estimated sales volume may be increased or decreased based on the actual conditions on the ground. The estimated sales volume is for Kuwait and Iraq ordering facilities only. The Government does not have at this time customer site locations in Jordan. The Government no longer has a prime vendor warehouse platform requirement in Jordan to support customers covered under this contract as a result of the military troop level reduction effectuated by the SOFA.

24. On page 49, paragraph “C,” revise the first paragraph as follows: The prime vendor must have the ability to perform delivery of produce, market ready, and dairy type items from local Kuwait approved sources. Delete the second paragraph. The third paragraph remains unchanged. Revise the fourth paragraph as follows: Estimated market ready items and their usage quantities are identified in the schedule of items and are included in the total estimated annual sales dollars.

25. On page 51, revise the last two paragraphs and the chart as follows:

Estimated GFM distribution quantities are identified on the schedule of items, categories 179 to 194.

Estimated GFM Storage, open case inspection, labeling and disposal requirements for the base (18 month) period are identified as follows. GFM estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. GFM estimates may be increased or decreased based on the actual conditions on the ground.

GFM Description	Unit of Measure	Qty
Storage UGR H&S Group Ration	CS	3,823
Storage UGR-A Semi-Perishable (2 CS per UOM)	CS	29,354
Storage UGR-A Perishable Group Rations	CS	29,941
Storage Individual Feeding Rations	CS	159,177
Storage UGR-E	CS	154

GFM Description	Unit of Measure	Qty
Storage First Strike Ration	CS	2,000
Storage MARC Meals	CS	6,363
Storage Heater Cans	CS	750
Storage Heater Meals	CS	375
Storage Health & Comfort Packs	CS	2,197
Storage Gum	CS	100
Storage Decorations	CS	1,000
Storage Nutritional Drinks	CS	73,500
Storage Energy Bars	CS	600
Storage Other	CS	225
Open Case Inspection	CS	1,176
Open Case Re-Work	CS	1,176
Labeling/Re-Labeling	CS	1,176
Disposal	CS	3,229

26. On page 52, paragraph “E,” revise the first and second sentence of the second paragraph as follows: It is estimated that the Prime Vendor will be required to maintain 45 days of supply of prime vendor product at all times at their OCONUS warehouse location(s). It is estimated that a minimum of 36,000 pallet spaces will be required to meet the solicitation requirements. These estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

27. On page 52, paragraph “F,” revise the first two sentences as follows:

The estimated base period (18 month) requirement for vehicle deliveries into Iraq follows:

Vehicle Type	Iraq Delivery Destination	Unit of Measure	Estimated Quantity
Refrigerated FEU	SCANIA & South of SCANIA	Per vehicle, purchase order, & entry into convoy	4,219
Dry FEU	SCANIA & South of SCANIA	Per vehicle, purchase order, & entry into convoy	383
Extra Bobtail	SCANIA & South of SCANIA	Per vehicle, purchase order, & entry into convoy	78
Refrigerated FEU	North of SCANIA to JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	8,437
Dry FEU	North of SCANIA to JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	767
Extra Bobtail	North of SCANIA to JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	155
Refrigerated FEU	North of JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	4,219
Dry FEU	North of JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	383
Extra Bobtail	North of JOINT BASE BALAD	Per vehicle, purchase order, & entry into convoy	78

It is estimated that a minimum of 450 trucks will be required to support the requirements of this solicitation. The average lead time for trucks returning from Iraq is 15 days. Note: The above estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground. **One refrigerated Forty-Foot Equivalent Unit (FEU) truck is determined by a combined tractor head and reefer. One dry FEU truck is determined by a combined tractor head and dry bed.**

28. On page 53, add the following note to the end of the first paragraph: Note: The below estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

29. On page 53, revise the first two sentences of paragraphs “G(i)” and “G(ii)” and the revise the second paragraph in “G(iii)” as follows:

i. Iraq Transportation Officer (TO) Program. The Government estimates that, as a minimum, forty-four (44) to fifty-five (55) TOs will be assigned to the TO program.

ii. Iraq Squad Leader (SL) Program. The Government estimates that, as a minimum, eighty-six (86) to one-hundred and eight (108) SLs will be assigned to the SL program.

iii. Iraq Customer Service Representative (CSR) Program.
The Government estimates that, as a minimum, 1 CSR will be assigned to reside on a military base in Iraq.

30. On page 54, revise the first paragraph of “H(i).” Also, revise the title and the last two sentences of paragraph H(ii) as follows:

i. Contracting Officer Representatives (CORs)

It is estimated that two (2) persons, as a minimum, will be stationed at the Prime Vendor’s main distribution facility during office hours. The prime vendor is required to provide one secure office (approximately 150 square feet). It must be located within or adjacent to the Contractor’s facility with a self-closing, tight-fitting door, capable of being locked. Other requirements include (at a minimum): 2 office workstations, 2 chairs, 1-two door cabinet, 1 filing cabinet, 1 small refrigerator, 1 laser jet printer, 1 paper shredder (low volume simple office shredder), 1 business quality document scanner, 1 copy machine, electricity, temperature control, normal housekeeping services, use of the rest rooms, and 2 parking spaces.

ii. Office Space and Equipment for Army Veterinary Inspectors (AVIs)

It is estimated that two (2) to six (6) AVIs, as a minimum, will be stationed at the Prime Vendor’s main distribution facility during office hours. Estimated office and equipment requirements follow:

31. On page 55, revise the chart as follows:

Secure Office & Work area (approx. 135 sq meters) capable of being locked	1 Laser Jet Printer, Black and White
1 Computer with monitor. (minimum requirement: Microsoft office, Acrobat Professional (read/write), Form Flow, Explorer, Battery back-up, internet access, and IT support.	3-12” wide wall lockers with locks for personal item storage
Paper Shredder, low volume simple office shredder	2 desks w/drawers and chairs or equivalent
1 Large Filing Cabinet	1 Couch, coffee table for break room
1 Microwave Oven Large	1 Refrigerator Large
1 Copy Machine	Commercial stand up chill box for frozen sample thawing/slacking
Commercial oven/stove with vented hood, 4 heating elements minimum	Floor Scale, tip, lbs 1-100, graduated or equivalent

Tabletop scale, digital (gram and oz)	2 parking spaces
4 sets, Freezer Coat/pants (for working in freezers)	4 Cutting Boards, commercial quality 18"x24"x3/4"
Business quality document scanner	2 butcher knives
2 boning knives	2 Spoons, plain bowl, basting
Stone, sharpening	2 Spatula, Stainless Steel
2 Metal Tongs, commercial 12" minimum	2 Pans, Cooking (18" and 12")
3 Pots, Cooking Round (14qt, 8qt, and 4qt)	2 Pans, Baking Sheet (7330-00-633-8905)
1 Can Opener, Mounted (7330-00-205-3151)	Ruler, Machinist's Steel Rule; graduated to 1/8", 1/16", 1/32", and 1/64", 12" long, 5220-00-234-5224
1 Drill, 1/4". Cordless (Model 7078/1898 or equivalent) needed for internal temperature of frozen product	Metal Sieve with Catch Pan (USA Testing Sieve, A.S.T.M. -9450 E-11, Spec sizes No. 8 & 20 (for sifting products when looking for insects or spec req
3 Gauge, compound pressure, vacuum, dial (6685-00-806-9300)	3 Small Trash receptacles for office
Miscellaneous Kitchen utensils, plates, cups, cleaning supplies	2 Large Trash Cans for food inspection area
Temperature control, as well as normal housekeeping services	Use of the rest rooms

32. On page 57, revise the second paragraph and chart as follows: The estimated base year (18 month) requirement for commercial airlifts, pallets and ice follow. These estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

:

Description	Unit of Measure	Qty
Aircraft-Product Weight	LB	3,230,548
Dry Pallet Tri-wall	EA	19
Dry Pallet Non-tri-wall	EA	849
Chilled Pallet Tri-wall	EA	881
Frozen Pallet Tri-wall	EA	1,599
Wet-Ice	KG	13
Dry-Ice	KG	80,098

33. On page 58, paragraph K, revise the second paragraph and chart as follows: The estimated requirements for overland transport (APOD/SPOD and Port to Port) are as follows. These estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

Description	Unit of Measure	Qty per Month
Per Dry FEU Truck or Flatbed	Per Round Trip Delivery	5
Per Refrigerated FEU Truck	Per Round trip Delivery	20

34. On page 58, revise paragraph "L" as follows:

L. Overland Transport of Product Between Kuwait and Qatar

As directed by the Contracting Officer, the prime vendor may be required to transport product to or from a location in Qatar for customer support purposes. Transports may only be authorized via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative and may not be used to rectify a situation created by lack of planning on the PV's part.

The estimated requirement for overland transport between Kuwait and Qatar are as follows. These estimates were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

Description	Unit of Measure	Qty per Month
Per Dry FEU Truck or Flatbed	Per Round Trip Delivery	3
Per Refrigerated FEU Truck	Per Round trip Delivery	10

35. On page 58, add paragraph “M” as follows:

M. Overland Transport of Product Between Kuwait and Jordan

As directed by the Contracting Officer, the prime vendor may be required to transport product to or from a location in Jordan for customer support purposes. Transports may only be authorized via e-mail or other written correspondence by the Contracting Officer or Contracting Officer Representative and may not be used to rectify a situation created by lack of planning on the PV’s part.

The estimated requirement for overland transport between Kuwait and Jordan are as follows. These estimates are were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground.

Description	Unit of Measure	Qty per Month
Per Dry FEU Truck or Flatbed	Per Round Trip Delivery	2
Per Refrigerated FEU Truck	Per Round trip Delivery	7

36. On page 59, revise the first paragraph heading from “M” to “N.”

37. On page 64, paragraph “VII,” revise the first sentence as follows: Shipments to the solicited zone are subject to whatever country-to-country agreements may exist between those countries and the United States.

38. On pages 68 and 69, revise paragraph “IX” as follows:

The Government intends to make one award for the solicited zone.

Any award made against this solicitation will result in an indefinite quantity contract of a base period of eighteen (18) months and include four (4) available option periods. Option years one (1), two (2) and three (3) will be one (1) year each while option period four (4), the final available option will be eighteen (18) months. The Government also reserves the right to rescind the solicitation and not to make any award.

39. On page 69, revise paragraph “X” as follows:

This solicitation will result in one indefinite quantity type contract that will have an eighteen (18) month base period and four (4) available option periods. Option years one (1), two (2), and three (3) will be one (1) year each while option period four (4), the final available option will be eighteen (18) months. It is mandatory that all offerors must agree to accept each option period, if invoked by the contracting officer.

NOTE: Failure to indicate acceptance of the option by annotating the offeror’s option year percentage change shall be deemed as non-acceptable of the option, and may result in the rejection of the offerors entire proposal.

If invoked, option years become effective the day after the end of the eighteen (18) month base ordering period and each succeeding twelve (12) month or eighteen (18) month option period. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base period or succeeding option period. Acceptance of the options by the successful contractor is mandatory – see clause 52.217-9P12, “Option for Indefinite-Delivery, Indefinite Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.

Prices will be evaluated inclusive of the options; i.e., the totals for all prices for the base period plus the four (4) option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used when evaluating offers.

In addition to the price evaluation, the Contracting Officer will consider the contractor’s performance under the contract before exercising an option.

40. On page 70, revise paragraph “XI (A)” as follows: The quantities shown represent the quantities estimated to be ordered over each contract period. These quantities are based on current Government projections and are subject to change, and the Government has no obligation to actually order the estimated amounts nor any liability if the estimates are either substantially more than or less than the actual amount ordered; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

41. On page 70, revise paragraph “XI (B)” as follows: ACQUISITION VALUE: The estimated dollar value of this solicitation is \$3,145,886,539.20 in the event that the base period and all option periods are invoked. The maximum dollar value will be \$9,437,659,617.60, inclusive of option periods.

The guaranteed minimum will be one percent (1%) of the estimated dollar value per contract period. In the event that any option period(s) are not exercised, such periods will not be included in the calculation of the guaranteed minimum.

Kuwait/Iraq/Jordan – One Zone

	Estimated Dollar Value	Guaranteed Minimum
Base Period (18 Months)	\$786,546,507.84	\$7,865,465.08
Option 1 (12 Months)	\$524,264,507.84	\$5,242,645.08
Option 2 (12 Months)	\$524,264,507.84	\$5,242,645.08
Option 3 (12 Months)	\$524,264,507.84	\$5,242,645.08
Option 4 (18 Months)	\$786,546,507.84	\$7,865,465.08
Total (6 Years)	\$3,145,886,539.20	\$31,458,865.40

NOTE: The above estimated dollar values were developed using current contract data adjusted by troop strength projections as a result of the Status of Forces Agreement (SOFA), effective January 01, 2009. They are subject to be increased or decreased based on the actual conditions on the ground. The estimated dollar values will be verified by the government prior to award of any contract resulting from this solicitation. Upon verification, if there is a substantial change to any of the stated estimated dollar values, the solicitation will be amended. In such an event, offerors will be notified and provided an opportunity to make appropriate proposal revisions.

42. On page 71, revise paragraph “2(b)(ii)” as follows: It is necessary for the product to be flown into the local market of Kuwait from a foreign country because the local supply is unavailable or insufficient to meet demand requirements.

43. On page 72, paragraph “3,” revise the third sentence as follows: It also includes the Contracting Officer Representatives (COR) office space and equipment, all transportation costs (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point or it is an FF&V item priced inclusive of airfreight transportation costs from a foreign country into the local market of Kuwait 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, and any other elements of pricing not defined in this solicitation.

44. On page 72, paragraph “4,” add the following paragraphs:

- g. Overland Transport of Product in support of Aerial Ports of Debarkation and Sea Ports of Debarkation (APOD/SPOD) and Port to Port Shipments (see page 58).
- h. Overland Transport of Product Between Kuwait and Qatar (see page 58)
- i. Overland Transport of Product Between Kuwait and Jordan (see page 58)

45. On page 73, paragraph “4,” revise the note in the second paragraph as follows:

Note: The normal distribution price includes transportation costs to customer locations in Kuwait and to the border of Iraq. The premium distribution price for Iraq Vehicle Transportation and commercial airlifts shall be exclusive of the transportation amount captured under the normal distribution price.

46. On page 74, paragraph “B,” revise the first paragraph as follows and delete paragraph (a) “Method I Pricing,” which extends onto page 75, in its entirety.

B. The category/distribution list (see attachment 1) is designed for the submission of all distribution pricing. It is mandatory that all offerors submit distribution pricing in this format. The schedule of items (see attachment 2) is designed for the submission of all product pricing. It is mandatory that all offerors submit product pricing in this format. Failure to submit the distribution and product prices using attachments 1 and 2, respectively, may result in the rejection of the offeror’s entire proposal.

47. On page 75, delete the following heading “B(a). Method I Pricing (continued).”

48. On page 75, revise the heading “b. Method II Pricing” as follows: “C. Pricing” and change the first paragraph as follows:

i. The product price plus the normal distribution price per item, per unit for item categories 1 thru 194 will be established as the prime vendor catalog unit price for food orders, receipts, delivery tickets, invoices, billing and payments. All premium distribution prices will be captured via Categories 195 thru 237. The prime vendor will be required to submit separate invoices to the Contracting Officer in the frequency indicated below for the premium distribution price payment.

49. On page 76, revise the heading below “XIV” from “B(b). Method II Pricing (continued)” to “C. Pricing (continued).”

50. On page 76, paragraph “1,” revise the first two paragraphs as follows:

GFM will be ordered by the customer directly from the prime vendor catalogs at the GFM distribution price (categories 179 thru 194).

Invoices for GFM storage (categories 195 thru 209) shall be based on more than 30 days after the receipt date of product into the distribution facility. Any product that is received and ordered by the customer within 30 days shall not accumulate storage charges. Any product remaining at day 31 shall accumulate the storage charge for the first 30 days and every full 30 day period of storage thereafter. Storage charges shall not accumulate per day nor be prorated as a daily charge. Also, storage payments will only be made on product that is within its original or VET extended shelf life. Storage payments will not be made on expired product.

51. On page 76, revise the heading of paragraph “2” as follows: “GFM Re-work (open case inspection, open case re-work, labeling & disposal) – Monthly (Categories 210 thru 213).”

52. On page 76, revise the heading of paragraph “3” as follows: “AVI Office Space and Equipment – Monthly (Category 214).”

53. On page 77, revise the heading below “XIV” from “B(b). Method II Pricing (continued)” to “C. Pricing (continued).”

54. On page 77, revise the heading of paragraph “4” as follows: “Air Lifts, Pallets, and Ice – Monthly (Categories 215 thru 220).”

55. On page 77, revise the heading of paragraph “5” as follows: “Iraq Premium Transportation (Vehicles) & Iraq Squad Leader Program – Bi-Weekly (Categories 221 thru 229 and Category 231, respectively).” Also revise the last sentence of the first paragraph as follows: “Payment will be based on vehicles & squad leaders entrance into the Iraq convoy system and their destination.”

56. On page 78, revise the heading below “XIV” from “B(b). Method II Pricing (continued)” to “C. Pricing (continued).”

57. On page 78, revise the heading of paragraph “6” as follows: “Iraq Customer Service Representative (CSR) and Iraq Transportation Officers (TOs) – Monthly (Category 230).”

58. On page 78, following paragraph “6,” add the following paragraph:

7. Overland Transport of Product (Categories 232 thru 237)

The prime vendor must maintain and submit along with the overland transportation invoice a copy of the Contracting Officer Representative or Contracting Officer’s written request/approval and a detailed spreadsheet identifying the assets used to complete the request. Sorted by request, the spreadsheet must include all pertinent information regarding the transportation vehicle including vehicle number, vehicle type, driver name, destination (APOD/SPOD, port to port, Qatar, or Jordan), departure date, invoice number, distribution price (dry or refrigerated), and total vehicle charge per request and per invoice.

59. On page 78, change paragraph “C” to “D” as follows:

D. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50. Offerors must utilize the Government’s category distribution list below. Normal and Premium distribution prices per category must be presented on attachment 1 as well as option period distribution percentage increases/decreases.

60. On pages 79 thru 84, change paragraph “D” to “E.”

61. On page 81, revise the category description for category “86” as follows: “Gelatin 12/24 OZ CO.”

62. On page 82, revise the category description for category “129” as follows: “Wine, Non-Alcoholic, 12/25.4 OZ CO.”

63. On pages 83 and 84, revise the entire chart below category “189” as follows:

190	GFM - PV converted to GFM upon receipt into PV inventory/Meal Kits	CS
191	GFM - PV converted to GFM upon receipt into PV inventory/Decorations	CS
192	GFM - PV converted to GFM upon receipt into PV inventory/Nutritional Drinks	CS
193	GFM - PV converted to GFM upon receipt into PV inventory/Gum	CS
194	GFM - PV converted to GFM upon receipt into PV inventory /Energy Bars	CS

Premium Categories 195 thru 237

	Storage Charge for GFM - Monthly Invoicing	
195	GFM – UGR- H&S Group Rations	CS
196	GFM – UGR-A Semi Perishable (2 CS per UOI)	CS
197	GFM – UGR-A Perishable Group Rations	CS
198	GFM – Individual Feeding Rations	CS
199	GFM – UGR-E	CS
200	GFM – First Strike Ration	CS
201	GFM – MARC Meals	CS
202	GFM – Heater Cans	CS
203	GFM – Heater Meals	CS
204	GFM – Health & Comfort Packs	CS
205	GFM – Gum	CS
206	GFM – Decorations	CS

207	GFM - Nutritional Drinks	CS
208	GFM - Energy Bar	CS
209	GFM – Other	CS
	Re-Work Charges for GFM – Monthly Invoicing	
210	Open Case Inspection	CS
211	Open Case Rework	CS
212	Labeling/Re-Labeling	CS
213	Disposal	CS
	Office Space & Equipment – Monthly Invoicing	
214	Army Veterinary Inspectors (AVI)	EA Office
	Airlift Pallets & Ice – Monthly Invoicing (Note: Commercial Aircraft estimated weight 3,230,548 lbs. Prime vendor shall invoice actual cost only)	
215	Dry Pallet Non-Tri-Wall	EA
216	Dry Pallet Tri-Wall	EA
217	Chilled Pallet Tri-Wall	EA
218	Frozen Pallet Tri-Wall	EA
219	Wet Ice	KG
220	Dry Ice	KG
	Iraq Vehicle Transportation – Bi-weekly Invoicing	
221	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Refrigerated FEU for all deliveries to SCANIA and South of SCANIA.	Per Entry into the Iraq Convoy System
222	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Dry FEU for all deliveries to SCANIA and South of SCANIA.	Per Entry into the Iraq Convoy System
223	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per extra bobtail for all deliveries to SCANIA and South of SCANIA.	Per Entry into the Iraq Convoy System
224	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Refrigerated FEU for all deliveries North of SCANIA to JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System
225	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Dry FEU for all deliveries North of SCANIA to JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System
226	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per extra bobtail for all deliveries North of SCANIA to JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System
227	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Refrigerated FEU for all deliveries North of JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System
228	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per Dry FEU for all deliveries North of JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System

229	Vehicles (risk/elevated insurance/ITV/loss/recovery/demurrage/etc.) Per Purchase Order, Per extra bobtail for all deliveries North of JOINT BASE BALAD (Previously ANACONDA).	Per Entry into the Iraq Convoy System
Iraq Personnel – Monthly Invoicing		
230	Transportation Officer Program and Iraq Customer Service Representatives	Per Person
231	Squad Leader Program	Per Person Per Entry into the Iraq Convoy System
Overland Transport of Product – Monthly Invoicing		
232	Refrigerated FEU Round Trip - APOD/SPOD or Port to Port	Truck
233	Dry FEU Round Trip - APOD/SPOD or Port to Port	Truck
234	Refrigerated FEU Round Trip - Between Kuwait and Qatar	Truck
235	Dry FEU Round Trip - Between Kuwait and Qatar	Truck
236	Refrigerated FEU Round Trip - Between Kuwait and Jordan	Truck
237	Dry FEU Round Trip - Between Kuwait and Jordan	Truck

64. On page 88, add the following sentence to the end of paragraph “G:” The current procurement list F.O.B. Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, & 3 for the food products.

65. On pages 88 thru 92, revise paragraph “I” to read as follows:

I. Mandatory Products and Designated Sources:

1. Pancake Mix, Devil’s Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry

Advocacy and Resources Corporation d/b/a AMP
 435 Gould Drive
 Cookeville, TN 38506
 Primary P.O.C. Teresa Poston (931-432-5981)
tposton@ampcorp.biz
 Secondary P.O.C. Joan Cooper (931) 432-5981
Joan@ampcorp.biz
 Secondary P.O.C. Melissa Wilson (931) 432-5981
Melissa@ampcorp.biz

STOCK NUMBER	PRODUCT	(\$) PRICE FOB ORIGIN
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	21.27
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	33.81
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil’s Food, 6/5 LB BGS/CS	25.67
8920-01-E60-7847	Cake Mix, Devil’s Food, 50 LB BG	44.28
8920-01-E60-7747	Cake Mix, Devil’s Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	22.84
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	25.94
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	18.89
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	37.13
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	22.84
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	25.94
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	18.89
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	37.13
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95

8910-01-E60-8832 Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS

77.11

2. Spices and Spice Blends: *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole), All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.*

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811
P.O.C. Mr. Nick Galante (800) 864 7835
ngalante@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29

8950-01-E61-0102 Spice Mix, Taco, 24oz CO, 6/CS

35.50

**** The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. Coffee, Roast & Ground (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)		101.48
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)		94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)		88.86

4. Dining Packets:

National Industries for the Blind
 1310 Braddock Place
 Alexandria, VA 22311-1727
 P.O.C. Ms. Mary Johnson
 Mjohnson@nib.org
 (703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg		4.25

*** “Essentially the Same” Criteria**

The following is the criteria for determining whether the items are “essentially the same” when comparing JWOD mandatory products and commercial products. The JWOD product will be considered “essentially the same” when:

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the JWOD product and commercial product are not significantly different from one another?

66. On page 99, revise paragraph “XXVII” as follows: The offeror that is awarded the prime vendor contract under this solicitation may become a potential backup supplier for other prime vendors, including but not limited to prime vendors in the: United Arab Emirates (UAE), Oman, Afghanistan, Bahrain, Qatar, Saudi Arabia, and Djibouti, should a prime vendor be unable to support (for any reason) customers covered under its contract. Offeror’s agreement to perform as a potential backup contractor is required. The designation to act as a backup will be executed by a bilateral modification. The appropriate distribution fees will be negotiated as necessary.

67. On page 122, revise the last sentence as follows: Base period consists of 18 months.

68. On page 124, revise paragraph “G” as follows: Delivery point information is provided below. The Iraq Dining Facility (DFAC) locations will be the destination of delivery whereas for Mobile Kitchen Trailer (MKT) requirements, if any, there will be many occasions where the customer will pick-up products during a transload process at a key transit point or “Hub” site. For Iraq customers, expectations are for sites to require delivery cycles once every four or five days. For Kuwait customers, expectations are for sites to require delivery cycles every other day. An ordering sequence will be developed to spread the customer orders out in order to prevent all orders/ “pushes” to be on the same day.

69. On page 125, paragraph “L,” revise the heading from “Zone 1 – Kuwait” to “**Kuwait.**”

70. On page 126, revise paragraph “L” as follows:

Iraq

At time of award, the U.S. Government estimates there will be 20 to 30 delivery points located primarily throughout the central and southern portions of Iraq. Based on conditions on the ground, this estimate may increase or decrease or include a few delivery points in Northern Iraq. It is anticipated that all Iraq customers will receive their prime vendor, FF&V and LMR support via delivery routes originating from Kuwait.

Jordan

At this time, there is no requirement for support to site locations in Jordan.

71. On page 126, revise paragraph “V(A)” as follows: The duration of the contract is for an eighteen (18) month base term and four available option periods. Option years one, two and three will be one-year each while option year four (4), the final available option, will be eighteen (18) months. The ordering period begins after the first order is placed. The effective contract period will run from the day the first order is placed until 18 months thereafter.

72. On page 130, revise the heading under paragraph “C” as follows: (Beyond the estimated quantities identified in the schedule of items, attachment 2).

73. On page 133, revise paragraph II (B) as follows: All premium distribution invoices; i.e., GFM storage, transportation officer program, squad leader program, etc., must be validated by the Contracting Officer Representative and approved by the Contracting Officer prior to electronic submission for payment.

74. On page 137, paragraph “I,” delete the second paragraph in its entirety.

75. On page 137, delete “(See attached Fill Rate Report Layout)” from the end of paragraphs “II (A) (1)” and “II (A) (2).”

76. On page 140, revise paragraphs “J” and “L” as follows:

J. Bi-Weekly Vendor Catalog Report – (to be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure, and the area supported; i.e., Kuwait via Kuwait or Iraq via Kuwait.

L. Monthly Contractor Census Report – Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy (electronically is preferred). Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

77. On page 141, paragraph “II. Management Reports,” add the following:

P. Upon occurrence Conviction Report – Contractor shall perform continual reviews throughout the contract period to ensure that no employee, who has been convicted in the United States court of a crime committed against a host country national, may work in performance of the contract. If found, employee will be immediately removed from working on the contract and replaced with a suitable employee based upon the contractors hiring procedures at no disruption in contract performance. Negative reports are required on a quarterly basis on the 1st day of each quarter.

78. On page 147, delete paragraph “6. Multiple Awards (Paragraph h)” in its entirety and re-number the remaining three paragraphs from “7, 8, and 9” to “6, 7, and 8.”

79. On page 147, paragraph “7(i),” delete the following sentence: “For offeror’s submitting proposals on both zones; technical and cost or price information pertaining to each zone should be separately bound and clearly labeled as to vendor, zone, volume title, copy number and zone.”

80. On page 148, revise paragraph “(iv)” as follows: A SIGNED and COMPLETED SOLICITATION which includes amendments 1 thru 18 must accompany the technical and cost or price proposals in its entirety, as well as a signed copy of amendment 18 and any amendment(s) post 18, if applicable. Make sure all fill-ins and clauses that require a response are completed (see pages 1, 3, 6, 60, and 180 thru 196). The solicitation which contains amendments 1 thru 18 is available on the DSCP web site:

www.dscp.dla.mil/subs/pv/regions/mideast/pvmideast.asp.

81. On page 149, paragraph “a(3),” revise the fourth sentence to read as follows: If some aspects of construction are ongoing, while others are contingent, this must be clearly differentiated; i.e., groundbreaking will be 01 Mar 10 irregardless OR groundbreaking will be 01 Mar 10 IF award is made by 02 Jan 10.

82. On page 149, paragraph “b(1),” revise the word “dry” to “ambient” in the first sentence.

83. On page 149, paragraph “b(2),” remove the words “For all zones, the” from the beginning of the first sentence and begin the sentence with “The.”

84. On page 150, add the following note to the end of paragraph “c(1):” Note: One refrigerated Forty-Foot Equivalent Unit (FEU) truck is determined by a combined tractor head and reefer. One dry FEU truck is determined by a combined tractor head and dry bed.

85. On page 150, paragraph “e(2),” revise the first sentence as follows: Offeror will provide inventory turnover rate information for overall warehouse(s) at a minimum, for the last year.

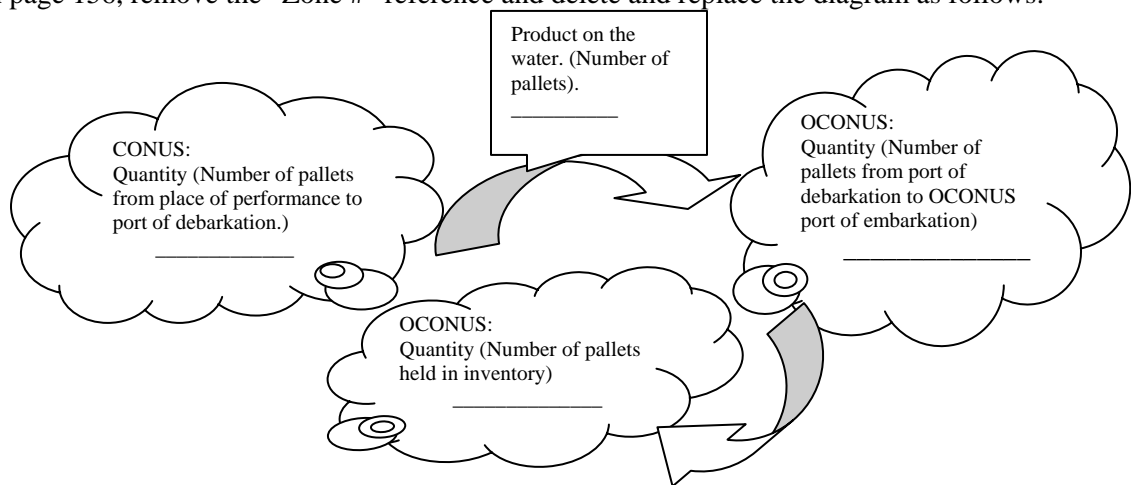
86. On page 151, paragraph “f(2),” revise the last sentence as follows: Offerors will furnish copies of the most recent inspection reports to include sanitation audit reports from Veterinary Inspectors (partnership/teaming effort requires report for each individual site).

87. On page 151, revise paragraph “g(2)” as follows: If applicable, offeror will discuss your firm’s strategic long term supplier relationships. Explain if the parties share risks and/or benefits or if both parties make decisions. Please describe this relationship and provide examples. Your response will be reviewed and maybe considered an enhancement to your proposal. Failure to address this will not have a negative effect on your overall evaluation.

88. On page 155, paragraph “c,” revise the first sentence as follows and delete the second sentence: The offeror shall make a copy of the following page and complete the diagram in order to represent the dynamic of their supply pipeline.

89. On page 155, paragraphs “c(1), c(2), and c(3),” remove the following phase: “in detail for each zone.”

90. On page 156, remove the “Zone #” reference and delete and replace the diagram as follows:



91. On page 162, paragraph “9,” revise the second sentence as follows: Elements (i), (ii), and (iii) below must be in writing using attachments 1 and 2 (on CD and a paper copy).

92. On page 162, revise paragraphs “9(i), 9(ii), 9 (iii) and 9(iv) as follows:

- (i). Category/Distribution Prices (attachment 1).
- (ii). Item/Product Prices (attachment 2).
- (iii). Item/Unit Prices (attachment 2).
- (iv). Option Prices (attachment 1, also see below format)

93. On page 163, paragraph “(i)(A),” revise the first two sentences as follows: The categories to be used on this solicitation are listed on attachment 1. Offerors shall input their distribution prices (normal and premium) on the attachment per the unit of measure stated as well as their distribution prices for the option periods as a percentage increase or decrease from the previous base or option price.

94. On page 163, delete paragraph “(i)(C).”

95. On page 163, renumber paragraph (i)(D) to (i)(C) and revise it to read as follows: The pricing scheme utilizes all item categories 1 through 237; the normal distribution price in categories 1 through 194 and the premium distribution price in categories 195 through 237. The normal distribution price will be the catalog distribution price at time of award and the premium distribution prices will be separately invoiced in the frequency indicated.

96. On page 163, revise paragraph “(ii)(A)” as follows: The schedule of items, attachment 2, represents 99% of the items that are currently cataloged for customers supported under this solicitation. The category for each item has been pre-designated as indicated on the attachment. No changes may be made to an items designated category. The estimated base year (18 months) quantities for the items selected are indicated next to each item and are for information and evaluation purposes only. **The product price for each item must be based on a full forty-foot equivalent unit (FEU) truck load quantity.**

97. On page 164, revise paragraph “(ii)(B)” as follows:

B. Attachment 2 is designed to automatically capture the item distribution prices based on the category distribution prices inserted by the offeror on attachment 1. The offeror shall fill in the following information on attachment 2.

- (1) Product Price exactly as shown on the manufacturer or grower quote or invoice (For example: Quote indicates FOB origin price \$100.00 per case of 50 lb, enter \$100.00).
- (2) Pack size such as weight, number of units relative to the Quote or Invoice Product Price and the Government Unit of Issue (Using the above example, enter 50).
- (3) Identify if the Product Price is based on a submitted Quote or Invoice (“Q” or “I”)
- (4) Insert the Price Redetermination Period; i.e., 30, 60, 90, 120, etc. Note: 30 day increments are required.
- (5) Answer “Yes” or “No” to “Is the offered product a U.S. Domestic product?”
- (6) Answer “Yes” or “No” to “Does the offered product match the brand and pack size as described in the item description?”
- (7) If “No” to (6) above, explain the difference in brand and/or pack size between the item description and the product offered.

98. On page 164, revise paragraph “(iii)(B)” as follows: Information and formulas provided on the schedule of items are locked and may not be altered. Offerors must insert their distribution prices on attachment 1 and product prices on attachment 2. Offerors must fill out all cells highlighted in green on attachments 1 and 2. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. Unit prices will be automatically calculated by the spreadsheet formula.

99. On page 164, paragraph “(iii),” add the following paragraph “D:”

D. NAPA Discounts shall be deducted from the product price on your price proposal. However, the discount must be stated on the manufacturer’s quote or invoice.

100. On page 165, renumber the existing paragraphs “D” and “E” to “E” and “F” and revise paragraph “F” as follows:

F. All offered product prices must be substantiated with a copy of the manufacturer or grower’s quote or invoice for each item in the Schedule of Items (attachment 2). Any quote or invoice that contains more than one item, must be copied so that one invoice is submitted for each item in the Schedule of Items. The quotes or invoices must be submitted sequentially to match the items listed in the schedule.

Quotes should be dated within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). Each quote must be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number
- iii. Quantity covered by price quote (**Full truck load pricing is required**)
- iv. Item price per unit of measure
- v. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- vi. FOB terms (**FOB Origin terms are required**)
- vii. Manufacturer or grower point of contact, including name, title, address and phone number

Invoices should reflect prices effective within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted.

The Government has a strong preference for prices within the timelines indicated above over earlier dates. For evaluation purposes, the offeror is required to submit pricing for the Schedule of Items that will meet the Government’s minimum requirement, except for brand name items, which must be priced according to the exact brand name product.

101. On page 166, revise paragraph “(iv)(A)” as follows: There are three (3) one (1) year options and one (1) final 18-month option in this solicitation. One copy of the form below must be completed and submitted in the Cost or Price Proposal.

102. On page 166, revise the last sentence in paragraph “(iv)(C)” as follows: If option pricing is not annotated below, the proposal will be evaluated as having “no change” to the distribution pricing for the four (4) options in this solicitation.

103. On page 166, revise paragraph “(iv)(E)” as follows:

E. The normal and premium category distribution prices for the option periods are calculated as a percentage increase or decrease from the previous normal and premium category distribution prices. Offerors shall indicate the percent increase or decrease over the previous base or option period price for each option period. See below examples of a 2% increase and a 2% decrease for each option period.

Percentage Increase Example for Category 1 (normal category):

Base Year (18 months) Distribution Price - \$1.00/lb.
 Option Period One (12 months): $\$1.00 + 2\% = \1.02
 Option Period Two (12 months): $\$1.02 + 2\% = \1.04
 Option Period Three (12 months): $\$1.04 + 2\% = \1.06
 Option Period Four (18 months): $\$1.06 + 2\% = \1.08

Percentage Decrease Example for Category 195 (premium category):

Base Year (18 Months) Distribution Price - \$1.00/cs.
 Option Period One (12 months): $\$1.00 - 2\% = \0.98
 Option Period Two (12 months): $\$0.98 - 2\% = \0.96
 Option Period Three (12 months): $\$0.96 - 2\% = \0.94
 Option Period Four (18 months): $\$0.94 - 2\% = \0.92

104. On page 167, revise the option price form in its entirety as follows:

Please fill out the below based on the proposed Option Period Distribution Percentage Increase or Decrease:

Normal Category Distribution Price: (Note the percent specified shall apply to all normal categories per option period).

Option Period One (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Two (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Three (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Four (18 Months) ____% Increase or Decrease (Please Circle One)

Premium Category Distribution Price: (Note: the percent specified shall apply to all premium categories per option period).

Option Period One (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Two (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Three (12 Months) ____% Increase or Decrease (Please Circle One)

Option Period Four (18 Months) ____% Increase or Decrease (Please Circle One)

Note: Attachments 1 and 2 are designed to automatically calculate the total dollar values for both the normal distribution price and the premium distribution price, for the base and option periods. Quantities are adjusted to reflect the appropriate option term length. The offeror is required to insert the above option percentages on attachment 2.

105. On page 175, revise the chart at the bottom of the page as follows:

Annual Dollar Value	\$524M
Estimated line items/SKUs	Kuwait to Kuwait 258 Kuwait to Iraq 585
Average delivery stops per week	63
Average delivery orders per week	275
Average line items ordered per week	67
Average delivery order dollar value	\$27,640

106. On page 176, revise the first sentence in paragraph “Factor III (B)” as follows: The items an offeror carries in its inventory from approved sources that meet the item descriptions or acceptable equivalent of the items in the “Schedule of Items,” see attachment 2 will be evaluated.

107. On page 177, revise the last two paragraphs as follows:

A separate evaluation will also be made of the distribution prices provided for in the Schedule of Items, in order to determine aggregate distribution prices. Distribution prices will be more important than product prices.

The information requested on the “Schedule of Items,” attachment 2, will be evaluated on a comparative basis among all offerors.

108. On page 179, delete the “Multiple Awards Determination” paragraphs in their entirety.

109. On page 180, revise the date of “FAR 52.212-3” from “JUN 2008” to “FEB 2009.”

110. On page 180, add the following after the first paragraph, before the definitions:

Please note that the representations and certifications submitted via the On-Line Representations and Certifications Application (ORCA) website address only representations and certifications required by the FAR; however, there may be additional representations and certifications required by the DFARS, DLAD, and local regulations. Therefore, notwithstanding the instruction in the above paragraph to “complete only paragraph (b)” if representations and certifications have been provided electronically via the ORCA website, the certifications referred to in paragraphs (f) and (g) of this provision may still apply (i.e., completion of the DFARS Buy American Act/Balance of Payments Program Certificate, the DFARS Trade Agreements Certificate, or the DFARS Buy American Act/Free Trades Agreements/Balance of Payments Program Certificate). If applicable, these certificates will be included in the solicitation and must be completed by the officer even if the offeror has completed the representations and certifications at the ORCA website.

111. On page 182, delete paragraphs “(4)” and “(5)” at the top of the page in its entirety.
112. On page 185, revise paragraph “(f)(1),” as follows: The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”
113. On page 185, revise the last paragraph as follows:
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”
114. On page 186, revise paragraph “(iii)” as follows:
- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”
115. On page 189, revise paragraph “(k)(1)(i)” at the bottom of the page as follows:
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
116. On page 198, revise the list of attachments, the note, and the first sentence below the note as follows:
- Attachment 1 – Category/Distribution List
 - Attachment 2 – Schedule of Items
 - Attachment 3 – NAPA Holders Listing
 - Attachment 4 – STORES EDI Information & 810 Transaction Set

Attachment 4a – 832 Catalog (Vendor to DSCP) – Proposed Modifications to Common Food Management System (CFMS)

Attachment 5 – Sample Subcontracting Plan (Large Domestic Firms only)

NOTE: ATTACHMENTS 1 & 2 WILL BE PROVIDED BY DSCP UPON REQUEST. CONTACT INFORMATION FOLLOWS:

Please contact Contract Specialist Ginny Barnwell or Contracting Officers Tim Dlugokecki or Linda Ford in order to receive an electronic copy of the category distribution list and schedule of items, attachments 1 and 2, respectively.

117. On pages 199 thru 257, change the number on attachments from “6, 7, 7a, and 8” to “3, 4, 4a, and 5,” respectively.

118. On pages 224 and 225, delete and replace the 4.1 832 Catalog (Vendor to DSCP) EDI Transaction Set with the following:

4.1 832 Catalog (Vendor to DSCP)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. The yellow highlighted elements are new segments/elements that have been added to our current 832 catalog. The gray shaded elements were added in the last change to the map. Please note: CTP04 (Catch weight multiple) is required if CTP05 (Unit of Measure) is "LB".

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/O	Added
ST Transaction Set Header	ST01	“832”		M	Original
	ST02	n/a		M	
BCT Beginning Segment for Price/sales Catalog	BCT01	“PC” - price catalog		M	Original
	BCT02	contract-number	13 AN	M	Original
DTM Date/Time Reference	DTM01	“152” - effective date of change		M	Original
	DTM02	update-date	date	M	Original
	DTM03	update-time (HHMMSS)	time	M	Original
LIN Item Identification	LIN01	line-number	4 UI	M	Original
	LIN02	“SW” - stock number		M	Original
	LIN03	stock-number	13 AN	M	Original
	LIN04	“VP” - vendor part		O	Original

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added
	LIN05	part-number	25 AN	O	Original
	LIN06	“ZZ” - mutually defined to indicate the type of change		M	Original
	LIN07	update-indicator "C" = Change "D" = Delete	1 AN	M	Original
	LIN08	“ZZ” - mutually defined to indicate economic indicator		M	Original
	LIN09	economic indicator 0 = Large Bus. 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business) 7 = Native Indian small business 8 = Native Hawaiian small business	2 AN	M	Original
REF Reference Identification					
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004
	REF02	"SO"	2 AN	O	JN8004
	REF03	Special Ordering Instructions	80 AN	O	JN8004

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added	
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004	
	REF02	"FS"	2 AN	O	JN8004	
	REF03	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	O	JN8004	
	REF01	"ZZ" – Mutually defined	2 ID	O	JN8004	
	REF02	"SK"	2 AN	O	JN8004	
	REF03	Vendor SKU	20 AN	O	JN8004	
	REF01	"ZZ" – Mutually defined	2 ID	M	JN9001	
	REF02	"DU"	2 AN	M	JN9001	
	REF03	DSCP Unique "Y"=Yes, "N"=No	1 AN	M	JN9001	
	PID Product/Item Description	PID01	"F" - free form		M	Original
		PID02	"GEN" - general		M	Original
		PID03	n/a			
PID04		n/a				
PID05		DSCP item-description	80 AN	M	Original	
PID06		n/a				
PID07		n/a				
PID08		DSCP Standard Acceptance "Y" = Yes, "N" = No	1 ID	M	JN8004	
MEA Measurements	MEA01	"WA" = Waste		C*	JN9001	
	MEA02	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*	JN9001	
	MEA03	Tare Weight Value	9,2 decimal	C*	JN9001	
	MEA04	Tare Weight Unit of	2 ID	C*	JN9001	

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added
		Measure			
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*	JN9001
	MEA03	Aluminum Weight Value	9,2 decimal	C*	JN9001
	MEA04	Aluminum Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZSN" = Tin (Total weight of tin) packaging for item)	3 ID	C*	JN9001
	MEA03	Tin Weight Value	9,2 decimal	C*	JN9001
	MEA04	Tin Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*	JN9001
	MEA03	Paper Weight Value	9,2 decimal	C*	JN9001
	MEA04	Paper Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C*	JN9001
	MEA03	Plastic Weight Value	9,2 decimal	C*	JN9001
	MEA04	Plastic Weight Unit of Measure	2 ID	C*	JN9001
	MEA01	"WA" = Waste	2 ID	C*	JN9001
	MEA02	"ZZZ" = Glass (Total weight of	3 ID	C*	JN9001

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added
		glass packaging for item)			
	MEA03	Glass Weight Value	9,2 decimal	C*	JN9001
	MEA04	Glass Weight Unit of Measure	2 ID	C*	JN9001
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI	M	Original
	PO402	package-size	8 explicit decimal 2 "12345.78"	M	Original
	PO403	package-unit-of-measure	2 AN	M	Original
	PO404	packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M	Original
	PO406	Gross Weight	9,2 decimal	M	JN7002
	PO407	Gross Weight Unit	2 ID	M	JN7002
	PO408	Gross Volume	9,2 decimal	M	JN7002
	PO409	Gross Volume Unit	2 ID	M	JN7002
ITD Terms of Sale	ITD01	"16" - Prompt Payment Act		M	Original
	ITD02	n/a			
	ITD03	n/a			
	ITD04	n/a			
	ITD05	n/a			
	ITD06	n/a			
	ITD07	n/a			
	ITD08	n/a			
	ITD09	n/a			
	ITD10	n/a			
	ITD11	n/a			
	ITD12	Brand Name	40 AN	M	Original
LDT Lead Time	LDT01	Lead time code –	2 ID	O	JN7002

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added
	LDT02	"AU" = Shelf life (Mutually defined) Shelf life (# of months or days)	3 Integer	O	JN7002
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O	JN7002
SAC Service, Promotion, Allowance, or Charge Information	SAC01	"A" = Allowance	1 ID	O	JN7002
	SAC02	"C260" – Discount – Incentive (NAPA)	4 ID	O	JN7002
	SAC05	NAPA Allowance (\$)	10,2 decimal	O	JN7002
	SAC01	"A" = Allowance	1 ID	O	JN7002
	SAC02	"C300" – Discount – Special (Food Show)	4 ID	O	JN7002
	SAC05	Food Show Allowance (\$)	10,2 decimal	O	JN7002
	SAC01	"A" = Allowance	1 ID	O	JN7002
	SAC02	"C310" – Discount – (Promotional)	4 ID	O	JN7002
	SAC05	Promotional Allowance (\$)	10,2 decimal	O	JN7002
	SAC01	"C" = Charge	1 ID	M	JN7002
	SAC02	"C330" – Distribution fee	4 ID	M	JN7002
	SAC03	"ZZ" = Mutually defined	2 ID	M	JN7002
	SAC04	Distribution fee category code	4 AN	M	JN7002
	SAC05	Distribution fee for Unit of Measure	10,2 decimal	M	JN7002
CTP Pricing Information	CTP01	n/a			
	CTP02	"STA" - standard price		M	Original

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	M/ O	Added
	CTP03	vendor-price (per unit of measure)	10 explicit decimal 2	M	Original
	CTP04	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank	C**	JN7002
	CTP05	unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN	M	Original
	CTP06	"SEL" Price Multiplier Qualifier	3	M	Original
	CTP07	ratio-numerator	4 UI	M	Original
	CTP08	ratio-denominator	4 UI	M	Original
CTP Pricing Information	CTP01	n/a			
	CTP02	"PRO" = Producer's Price		M	JN9001
	CTP03	Product price (per unit of measure)	10 explicit decimal 2	M	JN9001
CTT Transaction Totals	CTT01	total number of line items	4 UI	M	Original
SE Transaction Set Trailer	SE01	number of included segments		M	Original
	SE02	transaction set control number		M	Original

C* = Conditional: Element is required if catalog is used for Navy standard core menu.

C** = Conditional: Element is required if item is a Catch-weight item.