

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 29
2. AMENDMENT/MODIFICATION NO. 0015		3. EFFECTIVE DATE 10/12/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Craig Gravitz/FTAS/215-737-9233		CODE	7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-12-R-0013	9B. DATED (SEE ITEM 11) 11/21/2011
				<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SUBSISTENCE PRIME VENDOR SUPPORT FOR SAN ANTONIO, TX AND RELATED AREAS

See below for various updates to clauses, the price proposal and the inclusion of a fuel surcharge.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

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Attachments to this amendment include the new Price Proposal Workbook Spreadsheets (“Spreadsheet”).

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Amendment 0014 Page 20, Contract Clauses, FAR 52.212-4, Addendum to FAR 52.212-4, paragraph (1.) is deleted and replaced with the following:

Paragraph (a), Inspection/Acceptance, is revised to add the following:

Inspection and acceptance of products will be performed at destination. The Government's authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. In the absence of an applicable medical inspection authority, the final disposition decision to accept or reject product rests with the food service officer and/or the Government's authorized receiving official. However, when an applicable medical inspection authority is present, a decision to reject product rests with the medical authority under the following conditions:

- (1) Unsanitary conveyances – gross filth, pesticide spillages, mold, etc.
- (2) Improper temperatures of potentially hazardous foods.
- (3) Unapproved sources (those not previously assessed; passed their required response time; or those deemed an unacceptable risk).
- (4) Contamination (intentional or unintentional).
- (5) Unwholesomeness.
- (6) Off-condition or damaged.
- (7) Stored product pests (insect infestation, rodent or animal damage).
- (8) Food defense concerns

Amendment 0014 Page 35, Contract Clauses, FAR 52.212-5 – Contract Terms And Conditions Required To Implement Statutes Or Executive Orders—Commercial Items (MAY 2012) is deleted and replaced with the following:

FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2012)

(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, Combating 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).

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(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:

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

(12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (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.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37) (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.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 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)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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:

___ (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) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (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.*).

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___ (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 (Sep 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) and (d) of this clause, the Contractor is not required to flow down 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating 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 (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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.

Solicitation Page 59, Statement of Work, I. Supplies/Services and Prices, paragraph 10. NAPA Discounts, paragraph (E)(1) the following is changed FROM:

John Steenberge, Program Manager, NAPA Team, 215-737-8461

TO:

Margaret Conforto, Program Manager, NAPA Team, 215-737-7445

Solicitation Page 63, Statement of Work, I. Supplies/Services and Prices, the following paragraph is added:

15. FUEL SURCHARGE – CONUS

Fuel Surcharge – CONUS; Fixed Price w/ EPA

- 1) The Government requests offers with and without a fuel surcharge. An offeror, therefore, must submit alternate sets of pricing, one set with a fuel surcharge and one without. The

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Government will evaluate these two versions of the Schedule of Items (“SOI”)—one with surcharge (including estimated Government expenditures associated with a fuel surcharge) and one without fuel surcharge—to determine the most beneficial offer. The Government reserves the right to award with or without fuel surcharge.

- 2) For the version of the SOI without the fuel surcharge, the offeror shall determine its offered unit prices assuming a Fuel Surcharge will not be included in the resulting contract award.
- 3) For the version of the SOI inclusive of fuel surcharge, the offeror shall determine its offered unit prices assuming a fuel surcharge will be included in the resulting contract award. The Government will use the data and table below to evaluate offers. This data and table will govern the application of the fuel surcharge if the Government determines to include a fuel surcharge in the resulting contract award.
 - Fuel Index: Department of Energy On-Highway Diesel Fuel Prices (<http://www.eia.gov/petroleum/gasdiesel/>) – see Gulf Coast price
 - Initial surcharge will be established prior to the first ordering date and all subsequent adjustments will be made quarterly, beginning three months after first order date, and will be based on the current (at the time of adjustment) weekly index price (see also Paragraph 7 of this section).
 - Adjustment schedule: See table below.

DLA TROOP SUPPORT FUEL ADJUSTMENT CHARGE SCHEDULE	
DOE On-Highway Diesel Fuel - Gulf Coast	Fuel Surcharge Per Delivery
Less than \$3.75	\$0.00
\$3.75 – \$3.999	\$1.00
\$4.00 – \$4.249	\$2.00
\$4.25 – \$4.499	\$3.00
\$4.50 – \$4.749	\$4.00
\$4.75 – \$4.999	\$5.00
\$5.00 – \$5.249	\$6.00
\$5.25 – \$5.499	\$7.00
\$5.50 – \$5.749	\$8.00
\$5.75 – \$5.999	\$9.00
\$6.00 – \$6.249	\$10.00
\$6.25 & above	\$11.00

- 4) The offeror must submit two versions of the SOI, one set with a fuel surcharge and one without. The SOI includes pricing for a base period and option period. For each offer, the Government will evaluate both versions of SOI. To arrive at an aggregate, the government will multiply each item’s Unit Price by its estimated quantity and total each line for the base period and option period. Next, the Government will add the expected costs associated with paying a fuel surcharge to the aggregate totals, using the following formulae and assumptions:

*Expected Number of Purchase Orders (based on order history) * Estimated Average Surcharge (EAS) = Estimated Surcharge Outlay (ESO)*

- Expected Number of Purchase Orders= 7,600 purchase orders per year, or 15,200 for the total contract period (base and option)
- EAS = \$2.00 (assumes an estimated average diesel fuel index price of \$4.24 over the life of the contract including base period and all options)

Using those figures, the formula above yields:

- 7,600 * \$2.00 = \$15,200 per contract period, or \$30,400 for the total contract (base plus option)

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In addition to this calculation, Estimated Administrative Expenses (EAE) of \$800 per total contract period (\$400 per year) will also be added to the aggregate total and the ESO. The final formula for estimated aggregate is as follows:

- *Aggregate Unit Prices + (ESO + EAE) = Estimated Price with Fuel Surcharge*

Applying these figures in the formula above shows:

- *Aggregate Unit Prices + (\$30,400 + \$800) = Estimated Aggregate Price with Fuel Surcharge*

Under the Fuel Surcharge scheme, the additional estimated expenditures associated with a surcharge will increase the estimated aggregate pricing. Thus, the government will deem award using fuel surcharge beneficial only if the aggregate pricing with Fuel Surcharge is sufficiently lower than the aggregate pricing without Fuel Surcharge. Estimated Aggregate Price with Fuel Surcharge must, therefore, more than offset both this increased expenditure and the additional risk that is shifted to the Government by awarding with a fuel surcharge. The Government reserves the right to determine whether any such offset is sufficient to justify awarding with a fuel surcharge.

- 5) If award is made to an offer inclusive of fuel surcharge, the fuel surcharge schedule and terms cited herein will be included in the resulting contract.
- 6) Under an award including fuel surcharge, the surcharge would be applied as a single line item (identified as 'Fuel Surcharge') on the Contractor's invoice. The surcharge will be applied on a per-delivery stop basis, meaning one surcharge amount (in accordance with the schedule) per purchase order/delivery stop. Normally this would mean one fuel surcharge line item per invoice, however in the event multiple invoices are used for a single delivery on a single Required Delivery Date (RDD), the fuel surcharge will be charged only once for the entire delivery. In the event of re-delivery of product due to contractor error, the re-delivery will not be subject to a surcharge unless it is included as part of a subsequent regularly scheduled delivery (in which case a single surcharge will apply to the regularly scheduled delivery).
- 7) The initial surcharge will be established by the Contracting Officer via contract modification. The initial surcharge will be determined by applying the regional Department of Energy On-Highway Diesel Fuel Price index published two weeks prior to the first ordering date of the contract to the Fuel Adjustment Surcharge Schedule. (For example, if the index price is \$4.50 two weeks prior to first ordering date, the initial surcharge amount will be \$4.00.) Subsequently the Contracting Officer will issue quarterly contract modifications to establish the fuel surcharge

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for each new quarter. The surcharge may increase, decrease or stay the same in accordance with the Fuel Adjustment Surcharge Schedule. The adjusted surcharge will take effect on deliveries starting the week following the modification date. Each modification will state the specific dates for which the fuel surcharge amount is in effect. Each adjustment will take effect on a Monday and expire on a Sunday three months later. No retroactive adjustments will be made.

Solicitation Page 102, Statement of Work, V. Contract Administration Data, paragraph 5. Food Shows, is deleted and replaced with the following:

FOOD SHOWS

The Contractor is required to advise the Contracting Officer and the Acquisition Specialist of all Food Shows that are conducted throughout the course of the contract. The Contractor is not required to conduct a Food Show specifically for its DLA contract customers, however the Contracting Officer reserves the right to participate in any Food Show that the Contractor conducts for its general business. Participation may or may not involve customers or DLA personnel attending the Food Show.

Should the Contracting Officer choose to participate, approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:

List of manufacturers/brokers attending the Food Show;

Map showing the locations of booths;

Effective period of any offered allowances, i.e. off-invoice discounts;

Statement as to whether the allowances are applicable to all orders placed within the effective period, and

Usage report for all customers covered by the contract. This data shall represent the same number of weeks as the effective period of the allowances. The data shall be a consolidation of all customers, and be sorted in booth order sequence. At a minimum the following elements are required:

Vendor Part Number;

Description of item;

Usage quantity;

Manufacturer/Brand; and

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Booth Number of the exhibitor and the products they represent at the end of the Food Show allowance period, the Contractor shall submit to the Contracting Officer/Acquisition Specialist a Food Show savings report by customer. This shall be completed within 2 weeks of the end of the allowance period. A total sales report for the same period shall also be submitted.

Food Show allowances must be passed on to the customers directly as a discounted price. Accordingly, when the applicable items are ordered, the price must reflect the discount if ordered during the specified time frame. The discounted price is the price that is to be submitted via the 832 catalog transmission. All decreases in price must be submitted via the 832 transmission the week prior to the beginning of the allowance period.

Solicitation Page 103, Statement of Work, VI. Special Contract Requirements, paragraph 2. Management Reports, paragraph (A)(1)(i) and (ii) frequency is changed FROM :

Weekly & Monthly

TO:

Monthly

Solicitation Page 104, Statement of Work, VI. Special Contract Requirements, paragraph 2. Management Reports, paragraph (A)(2) is deleted and replaced with the following:

Fill Rate:

The contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, i.e. the report for March xx shall include all orders placed for deliveries 01-31 March xx. This would normally include orders placed the last day(s) of February xx. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be

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included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy. The contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes as outlined in the solicitation. Please note that the fill rate could take up to three months to be calculated due to system reconciliation. However, the government's finding will serve as the final rate.

Solicitation Page 104, Statement of Work, VI. Special Contract Requirements, paragraph 2. Management Reports, paragraph (A)(5) is deleted and replaced with the following:

Total Asset Visibility:

The contractor will submit a report of assets (i.e., line items in its catalog) on hand, anticipated usage, average demand and assets on order. The contractor needs to be able to present real time asset visibility of their entire inventory. At a minimum the contractor will be required to submit this report on an as needed basis, however they may also be required to submit it weekly or monthly.

Solicitation Page 145, Solicitations Provisions, FAR 52.212-1, Addendum to FAR 52.212-1, 52.215-9023 REVERSE AUCTION (AUG 2011) – DLAD is deleted and replaced with the following:

52.215-9023 – REVERSE AUCTION (JUL 2012) – DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the

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evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307.

(f) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

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(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

Solicitation Page 118, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Non-Price Proposal – Volume I, Section B – Past Performance paragraph (1) the following is added:

i. Fill Rate without substitutions

Solicitation Page 119, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Price Proposal – Volume II, Price Proposal, Price Proposal Sheet PRICE PROPOSAL (I)(D) is deleted and replaced with the following:

D. The solicitation spreadsheets should be filled out as follows:

Price Proposal sheet:

This sheet includes fields pre-populated by DLA Troop Support; fields to be populated by the offeror; and fields that are formulated to calculate values based on the offeror's submission. Pricing shall be offered in accordance with the Pricing provisions of the solicitation, i.e. Unit Price.

NOTE: The offeror shall not add any columns or rows, or otherwise modify any cell positions in the spreadsheet.

NOTE: All cells highlighted in "yellow" shall be filled in by the offeror unless it is offering an alternate item. If an alternate item is being proposed, please see Item and Qualifications sheet below. The version for fuel surcharge has a red tab and is labeled "w-SURCHARGE".

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NOTE: The government has included a TOTALS tab in the MS Excel file. This tab is mostly informational, showing the offeror's totals for base & option year. The offeror must, however, fill in 4 cells related to Storage & Handling Fee. In cell E8, the offeror will input its Storage & Handling Fee (UOM) for the base year; In cell F8, the offeror will input its Storage & Handling Fee (UOM) for the option year; In cell E9, the offeror will input its Storage & Handling Fee (UOM) w/ fuel surcharge for the base year; In cell F9, the offeror will input its Storage & Handling Fee (UOM) w/ fuel surcharge for the option year;

NOTE: The government has included two versions of the Schedule of Items in the MS Excel file. One version of this sheet is for prices without the fuel surcharge; the other version is for prices with fuel surcharge. The version for fuel surcharge has a red tab and is labeled "w-SURCHARGE".

DLA Troop Support populated fields are as follows:

Column A: Line Item # – the number, for reference purposes, which indicates each item on the schedule

Column B: CROSS REFERENCE – this indicates the line numbers which have been merged since the previous version of this sheet

Column C: Stock # – the Local Stock Number (LSN)

Column D: Item Name/Description – government standardized description

Column H: Units Per Purchase Pack (UPPP) – number of individual units per unit of measure (some lower level standardization items will have to be filled in by offeror)

Column I: Packaging Size – number of ounces, pounds, ... within individual package (example: 12 OZ CN)

Column J: Packaging UOM – unit by which individual package is measured (example: 12 OZ CN)

Column K: Packaging Code – how individual unit is packaged (example: 12 OZ CN)

Column L: Alternate Item Y/N – if offeror fills in a price for the acceptable alternate, the column will automatically change to "Y." Otherwise, this column will show "N."

Column M: UOI – unit by which the customer issues the product

Column N: UOM – unit by which vendor sells an item (some lower level standardization items will have to be filled in by offeror)

Column O: PRF – ratio between how vendor sells item and DLA sells item (some lower level standardization items will have to be filled in by offeror)

Column P: 1 Year Est UOI Qty – estimated quantities for one year

Column R: UOI Price – price per unit by which the customer issues the product (spreadsheet calculates)

Column S: Storage & Handling Fee (UOM) – fee per unit by which vendor sells an item, if applicable (Mandatory Items only). Since this fee will be standard across all mandatory items, the price will pull from the price the offeror fills in on cell E8 of the totals page. (Or cell E9 for fuel surcharge)

Column T: Storage & Handling Fee (UOI) – fee per unit by which the customer issues the product, if applicable (Mandatory Items only) (spreadsheet calculates)

Column U: Total UOI Base Unit Price – total price per unit by which the customer issues the product (spreadsheet calculates)

Column V: Total Evaluated Base Unit Price – total price per unit by which the customer issues the product multiplied by the estimated quantity (spreadsheet calculates)

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Column W: Option Storage & Handling Fee (UOM) – option period fee per unit by which vendor sells an item, if applicable (Mandatory Items only). Since this fee will be standard across all mandatory items, the price will pull from the price the offeror fills in on cell F8 of the totals page. (Or cell F9 for fuel surcharge)

Column X: Option Storage & Handling Fee (UOI) – option period fee per unit by which the customer issues the product, if applicable (Mandatory Items only) (spreadsheet calculates)

Column Z: Option FSOS UOI Price – option period price per unit by which the customer issues the product if applicable, (FSOS Items only) (spreadsheet calculates)

Column AA: Total UOI Option Unit Price – option period total price per unit by which the customer issues the product (spreadsheet calculates)

Column AB: Total Evaluated Option Unit Price – option period total price per unit by which the customer issues the product multiplied by the estimated quantity (spreadsheet calculates)

Column AC: PPI1 – First level PPI series code, two digits (published by BLS)

Column AD: PPI2 – Second level PPI series code (published by BLS)

Column AE: PPI3 – Third level PPI series code (published by BLS)

Column AF: PPI4 – Fourth level PPI series code, if applicable (published by BLS)

Column AG: PPI5 – Fifth level PPI series code if applicable (published by BLS)

Column AH: PPI6 – Sixth level PPI series code if applicable (published by BLS)

Column AI: PPI7 – Seventh level PPI series code if applicable (published by BLS)

Column AJ: SERIES ID – Combined PPI levels indicated item type (published by BLS)

Column AK: PPI ITEM (PPI Description) – Nomenclature (published by BLS)

Column AL: Item Type – adjusted by PPI, FSOS or Mandatory Item

NOTE: The government will entertain discussion concerning PPI codes, however the government reserves the right assign the final PPI codes.

The Offeror shall input the following fields:

Column E: Brand Name – offeror must specify proposed item's brand (only NAPA items will be prefilled).

The fuel surcharge version tab will prefill with the information the offeror fills in on the without surcharge version

Column F: SKU – manufacturer stock keeping unit (only NAPA items will be prefilled). The fuel surcharge version tab will prefill with the information the offeror fills in on the without surcharge version

Column G: Vendor Part # – offeror must specify its in house part #. The fuel surcharge version tab will prefill with the information the offeror fills in on the without surcharge version. The fuel surcharge version tab will prefill with the information the offeror fills in on the without surcharge version

Column Q: UOM Price – price per unit by which vendor sells an item

Column Y: Option FSOS UOM Price – option period price per unit by which vendor sells an item, if applicable (FSOS Items only)

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DO NOT deduct NAPA and/or Food Show allowances from the delivered price on your price proposal. However, the actual unit prices in the awarded contract order catalog shall include and be reduced by NAPA and/or Food Show allowances.

The Government will evaluate UOI pricing only. If the spreadsheet calculated UOI prices are not the prices you intend to propose, please contact the Contracting Officer immediately.

c. Prices must not extend more than two (2) places to the right of the decimal point. Standard rounding methods should be observed. For example, a delivered price of \$4.578 should be rounded to \$4.58. All Government calculated numbers will be so rounded.

d. The items on the spreadsheet represent the complete schedule of items. These items will represent the initial contract vendor catalog, at the prices proposed and awarded (in accordance with the EPA clause and reduced by the application of all applicable product allowances). Estimated annual quantities for the items are for information and evaluation purposes only.

e. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest price, technically acceptable, item that meets the Government's minimum requirements, **except that** Brand Name/NAPA items must be priced according to the exact Brand Name/SKU/ NAPA that is listed in the Schedule of Items, as specified. The inclusion of required Brand Name/NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

Item Descriptions and Qualifications sheet

When an offeror selects "Y" in the Alternate Item column on the Price Proposal spreadsheet, it is required to fill in all applicable columns for the alternate item. The offeror shall specify which line item it is proposing and alternate for, provide pricing, and a detailed item description specification.

b. All offered items should be an exact match to the solicited LSN specification requirements, to include item description, unit package size, and units per purchase pack, etc. If the item you are offering is not an exact match, you must fully detail and highlight the difference/qualification (e.g. alternate LSN item, alternate item description, package size or units per purchase pack) on this sheet. If your alternate proposed item matches a different DLA Troop Support LSN, please provide that LSN.

NOTES:

Meat items shall meet all the general and detailed requirements of the Government's item description in accordance with the IMPS or NAMPS equivalent. Regarding fat limitations, unless otherwise specified, the maximum average fat thickness shall be 0.25 inch, and trim, weight and thickness tolerances shall be as the specified quality grade.

LSNs that contain "N01" or "N08" in the 7-9 position of the LSN may be offered with differing units-per-pack. However, the primary unit package size must meet the solicited requirement, e.g. for 8905-01-N01-0001, Chkn, Boned, 29 oz. CN, may be offered in cases of 6 CN or 12 CN, but the CN must be 29 oz.

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When offering alternate items do not attempt to convert pricing to match the requirements in the solicitation. An alternate item should be noted on the Item Descriptions & Qualifications sheet and priced on the Price Proposal sheet as per the alternate item. Any conversion will for be evaluation purposes and will be done by DLA Troop Support.

Amendment 0008, in reference to Statement of Work, I. Supplies/Services and Prices, paragraph 7. AbilityOne Mandatory Items is deleted and replaced with the following:

MANDATORY FOOD PRODUCTS AND DINING PACKETS As of September 18, 2012

Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 46- 48c).

The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

Any other commercial equivalent product with "essentially the same"* product characteristics cannot be sold to the DLA Troop Support customers under this contract.

D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.

E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items listed below.

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F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.

G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. 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.

H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. Mandatory Products and Designated Sources:

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

NOTE: Advocacy and Resources Corporation d/b/a AMP is currently suspended from doing business and a purchase exception is pending. The products identified for AMP are not “mandatory” until further guidance from the Committee for Purchase.

Advocacy and Resources Corporation d/b/a AMP
435 Gould Drive
Cookeville, TN 38506
Primary P.O.C. Ami Sewell (931) 432-5981
Direct: 931-432-7581
aswell@millcreekbrands.com
Secondary P.O.C. Melissa Wilson (931) 432-5981
Direct: 931-432-7585
Melissa@millcreekbrands.com
Secondary P.O.C. Mark Matlock (931) 432-5981
Direct: 931-432-7506
mmatlock@millcreekbrands.com

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STOCK NUMBER	PRODUCT	(\$)	PRICE FOB ORIGIN*
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS		24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG		34.15
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		29.90
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG		42.13
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		25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS		29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG		21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG		36.07
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		25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS		30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG		21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG		34.39
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.

The Procurement List Addition of the following additional Spices is effective September 24, 2012, and highlighted in bold below.

Unistel, Continuing Developmental Services

650 Blossom Road

Rochester, NY 14610-1811

P.O.C. Joe Perdicho

Direct: (585) 341-4712

Toll free: (800) 864-7835

jperdicho@cdsunistel.org

STOCK NUMBER**	PRODUCT	(\$)	PRICE FOB ORIGIN
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS		55.82
8950-01-E60-5752	Garlic Powder, 5 LB CO, 3/CS		68.29

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8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	53.08
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	47.04
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	60.09
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	64.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	122.20
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	151.26
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	139.89
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	69.83
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	78.46
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	58.37
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	63.41
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	72.04
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	69.83
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	78.46
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	67.23
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	75.86
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	73.92
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	82.55
8950-01-E60-9997	Pepper, Black, Ground, Restaurant Grind, 18OZ CO, 6/CS	71.11
8950-01-E60-9996	Pepper, Black, Ground, Restaurant Grind, 5 LB CO, 1/CS	154.11
8950-01-E62-0149	Spice, Bay Leaf, Whole, 6/2OZ Containers	23.77
8950-01-E60-9314	Spice, Basil, Ground, 6/12OZ Containers	32.33
8950-01-E62-2182	Spice, Basil Leaf, Whole 3/1.62LB Containers	42.12
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	44.74
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	57.79
8950-00-NSH-0234	Spice Blend, Cajun, 6/22 OZ Containers	32.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	24.00
8950-01-E61-6697	Spice Blend, Italian Seasoning, 6/6.25 OZ Containers	29.28
8950-01-E62-2190	Spice Blend, Italian Seasoning, 3/28OZ Containers	47.76
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55

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8950-01-E60-9311	Spice Blend, Poultry, 6/12OZ Containers	29.64
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	45.56
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	37.10
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	38.77
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	38.78
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35
8950-01-E62-0115	Spice Blend Curry, Powder, No MSG, 6/16OZ Containers	29.61
8950-01-E62-0116	Spice Blend Santa Fe, 6/16OZ Containers	42.58
8950-01-E62-2187	Spice Onion, Granulated, 6/18OZ Containers	36.36
8950-01-E61-8129	Spice Oregano Leaf, Whole, 6/5OZ Containers	27.71
8950-01-E61-8133	Spice Oregano Leaf, Whole, 3/24OZ Containers	45.13
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	38.26
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	30.22
8950-01-E62-2191	Spice Pepper, Red, Crushed, 3/3.25 LB Containers	52.14
8950-01-E61-0664	Spice Thyme Ground, 6/12OZ Containers	33.57
8950-01-E61-8136	Spice Thyme Leaf, Whole, 6/6OZ Containers	27.50
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	25.52
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	28.50
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	48.01
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	49.50

** The following stock numbers have been administratively assigned by DLA Troop Support 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)

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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-E61-6714	SPICE BLEND, ITALIAN STYLE, 1/6.25 oz co, (ind unit sale only)
8950-01-E62-2847	SPICE BLEND, ITALIAN STYLE, 1/28 oz co, (ind unit sale only)
8950-01-E61-6715	SPICE BLEND, POULTRY, 1/12 oz co, (ind unit sale only)
8950-01-E62-0117	SPICE BLEND, SANTA FE, 1/16 oz co, (ind unit sale only)
8950-01-E62-0154	SPICE BLEND, CAJUN STYLE, 1/22 oz co, (ind unit sale only)
8950-01-E62-2849	SPICE BLEND, CURRY PDR, W/O MSG, 1/16 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)

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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)
8950-01-E61-9727	BAY LEAVES, WHL, 1/2 oz co, (ind unit sale only)
8950-01-E62-1982	BASIL, SWT, Leaves, WHL, 1/1.62lb co (ind unit sale only)
8950-01-E62-0109	BASIL, SWT, GRD, 1/12 oz co, (ind unit sale only)
8950-01-E62-1887	ONION, GRANULATED, 1/18 oz co (ind unit sale only)
8950-01-E61-8132	OREGANO, LEAVES, WHL, 1/5 oz co, (ind unit sale only)
8950-01-E62-2848	OREGANO, LEAVES, WHL, 1/24 oz co, (ind unit sale only)
8950-01-E62-1980	PEPPER, RED, CRUSHED, 1/3.25 lb co (ind unit sale only)
8950-01-E61-6725	THYME, GRD, 1/12 oz co (ind unit sale only)
8950-01-E61-8137	THYME, LEAVES, WHL, 1/6 oz 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)

PRICES CHANGES BELOW ARE EFFECTIVE APRIL 20, 2012

CW Resources

200 Myrtle Street

New Britain, CT 06053

P.O.C. Bill Blonski (860) 893-0333 x713

Fax: (860) 893-0254

WBlonski@cwresources.org

STOCK NUMBER	PRODUCT	(\$)	PRICE FOB ORIGIN
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	119.80	
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	124.53	

Amendment 0015

8955-01-E60-8859 COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D) 116.13

4. Roll Mix, Hot & Sweet (replaces all pack sizes of Hot & Sweet Roll Mix)

The Procurement List Addition of the following below items is effective February 20, 2012

Transylvania Vocation Services (TVS)
11 Mountain Industrial Drive
P.O. Drawer 1115
Brevard, NC 28712

Point of Contact for Orders from TVS:	Additional Contact:
Lechai Owen	Nick Galante
Phone: 828-553-6980	Phone: 828-857-8106
Fax: 828-884-3102	Fax: 828-884-3102
E-mail: lechaio@tvsfood.com	E-mail: ngalante@tvsfood.com

STOCK NUMBER	PRODUCT	(\$) PRICE FOB ORGIN
8920-01-E62-1754 \$27.59	HOT ROLL MIX, w/active dry yeast, water prep, 6/5/lb bx	
8920-01-E62-1756 \$27.59	SWEET ROLL MIX, w/active dry yeast, water prep, 6/5lb bx	
8920-01-E62-1755	HOT ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	\$29.77
8920-01-E62-2147 \$29.77	SWEET ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	

5. Dining Packets:

National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22311-1727
P.O.C. Ms. Cheryl Moore
cmoore@nib.org
(703) 310-0330

Amendment 0015

STOCK NUMBER	PRODUCT	(\$ PRICE FOB ORIGIN
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	\$4.48

The Procurement List Addition of the following below item is effective immediately once notified by the Contracting Officer that existing DLA stock has been exhausted

7360-01-380-4695	Flatware Set, individually wrapped, white. 400 sets in one (1) box Set consists of; 1 fork, 1 knife & 1 tea spoon	\$33.43
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6. **Nuts:** Assorted Almonds and English Walnuts slivered, blanched, halves and pieces.
(UOI is CS. CS= six(6))

The Procurement List Addition of the following below items is effective August 9, 2012

DePaul Industries
2730 N Hayden Island Drive – Bldg. C
Portland, OR 97217
P.O.C. Linda Weaklem (503) 288-6507
Main Phone: (503) 288-6500
Fax: (866) 782-6624
Email #1: lweaklem@depaulindustries.com
#2: orders@depaulindustries.com

STOCK NUMBER	PRODUCT	(\$ PRICE FOB ORIGIN
8925-01-E62-1749	Walnuts, English, Shelled, Halves & Pieces, (2.75lb bags)	\$123.42
8925-01-E62-1748	Walnuts, English, Shelled, Halves & Pieces, (2lb bags)	\$ 99.84
8925-01-E62-1747	Almonds, Shelled, Slivered, Blanched (2lb bags)	\$ 71.88
8925-01-E62-1746	Almonds, Shelled, Sliced, Blanched (2lb bags)	\$ 70.44

Amendment 0015

8925-01-E62-1745

Almonds, Shelled, Sliced, Natural (2lb bags)

\$ 70.44

* “Essentially the Same” Criteria

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

1. It has effectively the same form, fit and function.

The AbilityOne and commercial products may be used for the same purpose.

The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.

The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another.