

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   14
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE April 01, 2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Michael D'Elia/FTAB/215-737-0885	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. ✓ SPM300-10-R-0047	9B. DATED (SEE ITEM 11) 10/27/2010	
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.		
FACILITY CODE		10B. DATED (SEE ITEM 13)		

**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 1 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 TEXAS AND NEW MEXICO REGIONS

SUBJECT SOLICITATION IS HEREBY AMENDED AS FOLLOWS:

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 SIGNER (Type or print) DEBBIE HOLMAN, CONTRACTING OFFICER	
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

Solicitation SPM300-10-R-0047  
Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0012

This amendment contains two sections: Section I contains actual revisions (adds/changes/deletions) to Amendment 0005 and Amendment 0011. Section II provides answers to questions which were submitted before closing of the solicitation, none of which provide any information not already included in the solicitation or previous amendments. The closing date for the solicitation remains **April 08, 2011, 2:00 PM Philadelphia Time**.

## Section I

1. Amendment 0005, Page 3, #3, paragraph (d), in reference to Solicitation Page 50, SOW I. Supplies/Services and Prices, paragraph 10 the following statement is deleted:

“(as defined at FAR 52.215-2(a))”

2. Amendment 0011, Page 3, #6, in reference to Solicitation Page 98, SOW VI. Special Contract Requirements, paragraph 2B, is deleted.
3. Amendment 0011, Page 3, #7, in reference to Solicitation Page 134, Solicitation Provisions, Instructions for Proposals, Submissions Requirements, Business Proposal – Volume II, II. Supporting Product Information, paragraph A1, Note 4 is deleted and replaced with the following:
  4. If the private label holder is an affiliate of the Prime Vendor, the Government will require additional documentation, such as, a manufacturer/grower invoice from a non-affiliated entity or proof of sales to other commercial customers verifying competitive pricing.
4. Amendment 0011, Page 3, Section II, #2, in reference to Amendment 0007, Page 2, #1, in reference to Solicitation Page 48, SOW I. Supplies/Services and Prices, paragraph 8 Prime Vendor Pricing – CONUS, B2 Delivered Price, the exception is deleted and replaced with the following:
  - (ii) Exception: If the private label holder is an affiliate of the Prime Vendor, the Government will require additional documentation, such as, a manufacturer/grower invoice from a non-affiliated entity or proof of sales to other commercial customers verifying competitive pricing. This exception must be approved by the Contracting Officer in advance on a case by case basis.

## Section II

1. Q. Amendment 0003 on page 13 paragraph 41 modifies the evaluation procedure. How are the base and option periods to be weighted as stated in the following sentence: “the base and option period totals will be added together and weighted to determine the lowest overall price to the Government.”?

Amendment 0012

**A. The weighting of the pricing is set forth on pages 138-139.**

2. Q. Our question 17 raised a question about the evaluation process to multiply the distribution fee by a factor of 20 as stated in the Evaluation Factors for Award, Business Proposal Evaluation, page 138, to determine the Weighted Aggregate Distribution Price. We pointed out how the overweighing of the distribution fee in general was arbitrary and the overweighing by a factor of 20 made the evaluation even more arbitrary and unreasonable. Overweighing the distribution fee does not ensure at all that the Government will be paying the lowest price during the contract as would basing award on the lowest total aggregate price do. Multiplying the total of all distribution prices by any factor skews what the Government will actually be paying and thus makes the evaluation arbitrary, because the Government customers will not be paying any more than the distribution fee during the contract. In Amendment 0003 the specific response to the question of what was the rationale for multiplying the total of the distribution prices by a factor of 20, was:

DLA Troop Support has determined that the Fixed Distribution Price, which remains constant for the duration of the contract, is more important than the Delivered Price, which is subject to change. In CONUS, distribution prices usually make up about 10% of the unit price. In order to reflect that the Fixed Distribution Price is approximately twice as important as the Delivered Price, it is necessary to multiply by a factor of 20.

It is requested that the Government further consider the reasonableness of this proposed evaluation method to develop a Weighted Aggregate Price for the following reasons:

- (a) There is no reason to determine an Aggregate Weighted Price. While different factors such as past performance and price can weighted differently because they truly represent different aspects of performance, weighing one part of price more than another part of price is arbitrary because a dollar is a dollar. A dollar paid for a distribution fee is not “worth” more than a dollar paid for the food item itself. Each is simply a dollar. The point should be to determine the lowest Aggregate Price that could be expected to be paid by the customers.
- (b) While it is important to determine which offered price represents the best value for the DSCP customers, the Aggregate Weighted Price does not do so as the table below shows. Assume first a market basket of 100 items with an average price of \$5.00 a case

Solicitation SPM300-10-R-0047  
 Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0012

and distribution fees ranging from \$.49 to \$.51 to get a comparison of what the evaluated price will be compared to the real price to be paid during the contract:

<b>VARYING DISTRIBUTION PRICES</b>					
<b>Quantity</b>	<b>Delivered Price</b>	<b>Distribution Price</b>	<b>Evaluated Cost</b>	<b>Real Cost During Contract</b>	<b>Difference</b>
100	\$5.00	[\$0.51 x 20]	\$1520	\$551	\$969
100	\$5.00	[\$0.50 x 20]	\$1500	\$550	\$950
100	\$5.00	[\$0.49 x 20]	\$1480	\$549	\$931

Then assume that the Distribution Price remains constant but the item price changes and see how the evaluated cost differs from the real cost that will be paid under the contract:

<b>VARYING DELIVERED ITEM PRICES</b>					
<b>Quantity</b>	<b>Delivered Price</b>	<b>Distribution Price</b>	<b>Evaluated Cost</b>	<b>Real Cost During Contract</b>	<b>Difference</b>
100	\$6.00	[\$0.50 x 20]	\$1600	\$650	\$950
100	\$5.00	[\$0.50 x 20]	\$1500	\$550	\$950
100	\$4.00	[\$0.50 x 20]	\$1400	\$450	\$950

This table shows that whether or not offerors increase or lower either the items prices or the distribution prices, the customers will always pay a significantly lower price than the cost being used for evaluation purposes.

Solicitation SPM300-10-R-0047  
 Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0012

- (c) Even if there was a valid reason to weight the distribution price differently than the price of the food items, multiplying the distribution price by a factor of 20 is arbitrary and unreasonable and leads to using a totally unrealistic Aggregate Weighted Price. The explanation given by DSCP for using the specific factor of 20 is that:

In CONUS, distribution prices usually make up about 10% of the unit price. In order to reflect that the Fixed Distribution Price is approximately twice as important as the Delivered Price, it is necessary to multiply by a factor of 20.

While stating that the Distribution Price is twice as important as the Delivered Price by using a factor of 20, DSCP has made it 20 times as important. If it is really twice as important, then the Distribution Price should be multiplied by 2 not 20.

The following table shows that weighting the Distribution Price by a factor of 20 allows an offeror to have a 20% [\$1] higher food item price and still be evaluated the same as the offeror offering the lower food item price and lowering its Distribution Price \$.05 [10%].

**Arbitrary Weighing Scheme Allows Higher pricing [and Higher Cost to the Customer] to still end up with the Same Evaluated Cost:**

<b>OFFER A: LOWEST DELIVERED PRICE OFFERED</b>					
<b>Quantity</b>	<b>Delivered Price</b>	<b>Distribution Price</b>	<b>Evaluated Cost</b>	<b>Real Cost During Contract</b>	
100	\$5.00	[\$0.50 x 20]	\$1500	\$550	

<b>OFFER B: 20% HIGHEST DELIVERED PRICE AND 10 % LOWER DISTRIBUTION PRICE</b>					
<b>Quantity</b>	<b>Delivered Price</b>	<b>Distribution Price</b>	<b>Evaluated Cost</b>	<b>Real Cost During Contract</b>	
100	\$6.00	[\$0.45 x 20]	\$1500	\$645	

Solicitation SPM300-10-R-0047  
Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0012

Based on the above analysis will the weighting of the Distribution Price should be eliminated.

**A. DLA Troop Support received and read your original question. The evaluation criteria will remain the same.**

3. Q. Page 2 Section 1 item 1 of Amendment 0007 modifies page 48 paragraph 8 B.2 to add in the first sentence the term “private label holder”. See also page 4 Section II of Amendment 0007 amends Amendment 0003 page 2 item 2 to add the term “private label holder”. The following questions relate to these changes and wherever else this new term is used:

- a. What is the contract definition of the new term “private label holder”? Since this term is not defined in the following questions the term “private label entity” is used to mean for purposes of these questions any kind of entity that enters into an agreement to furnish private label items to the contractor (distributor). Depending on the Government definition of the term private label holder, there may be additional questions based on how that term is used in Amendment 0007.

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

- b. Is the contractor allowed to be an owner of or have any control direct or indirect in the private label holder?

**A. There is no prohibition against this in the solicitation.**

- c. The change allows the contractor to use the invoice of the private label holder in lieu of an invoice from a manufacturer or grower. In most private label situations there is a co-package agreement of some kind between a private label entity and the contractor, on one hand and the manufacturer or grower, on the other hand, which actually packages the item. Is the private label entity and/or the contractor allowed to markup to the Government for any reason the price paid by the private label entity/contractor to the manufacturer/grower for the item that is packaged by the manufacturer/grower under the co-package agreement?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

Amendment 0012

- d. Typically in a private label arrangement there is money flowing back from the private label entity to the contractor/distributor. Under whatever name is used for this “flow back money” is the contractor allowed to retain such money flowing from the private label entity to the contractor?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

- e. By adding the term “private label holder” you appear to be making a private label holder equivalent to manufacturer or grower. Does that mean that you will accept an invoice for distribution price from a private label holder in lieu of a manufacturer or grower?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

- f. If a manufacturer or grower gives a rebate, discount, or allowance to a contractor you have stated that this must be “passed” to the government. Does the appearance of the term private label holder mean that if a manufacturer or grower gives a rebate to a private label holder but not directly to the contractor, the contractor is not obligated to pass this rebate, discount or allowance to the government?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

- g. Why would a private label holder invoice qualify as a delivered price, and supersede the invoice of the manufacturer or grower?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

4. Q. Page 2 Section I item 1 of Amendment 0007 modifies page 48 paragraph 8 B.2(a) to add subparagraph (i). The following questions relate to this change:

- a. What is the contract definition of a “redistributor”?

**A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**

Amendment 0012

- b. How does a redistributor differ from the private label holder or the contractor?
- A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**
- c. By their nature private label entities do not have published prices, since private label production is always a negotiated price between the contractor and the copacker. How then would a redistributor be able to use its “price” in lieu of the invoice of a manufacturer/grower/private label holder under subparagraph (a)?
- A. We believe the term/statement is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**
- d. The exception requires the published price be “inclusive of discounts/allowances.” Is there a reason that it would not also be inclusive of rebates, since elsewhere all three terms, discounts, allowances, and rebates are used together?
- A. Rebates are generally after the fact and not included in the published price. Rebates should be provided retroactively as noted in the solicitation.**
- e. What does the term “inclusive of” mean in the quoted language in question d above? A specific example would help along with the definition.
- A. The term is self explanatory.**
5. Q. Page 3 Section I item 1 of Amendment 0007 modifies page 49 paragraph 8 B.2(b) to add subparagraph (i). The following questions relate to this change:
- a. Under agreements with a private label entity the freight charge is a negotiable item just as the price of the private label item. Since the freight charge is not based on market conditions can it still be used as baseline as stated in subparagraph (i)?
- A. The RFP provides sufficient information to determine the freight charges.**
- b. Can the freight charge of the private label holder be used simply because it is paid by the contractor, regardless of the prevailing market freight rate?
- A. The RFP provides sufficient information to determine the freight charges.**



Amendment 0012

- c. Subparagraph (ii) provides for using an “average price based on market conditions for freight”. Over what period is this average to be determined and what sort of documentation is the contractor required to have?
- A. The RFP provides sufficient information to determine the freight charges.**
6. Q. Page 3 Section I item 2 of Amendment 0007 modifies page 49 paragraph 8 B.3 to substitute the term “commercial customers” for the term “commercial customers in the same or similar buyer category as the Government.” There are several places where a similar change was made and several responses to questions that deal with this change. The following question relates to these changes and responses:
- a. Does the term “commercial customers” refer to all commercial customers, some commercial customers, or even a single commercial customer? In other words or is the requirement to give the Government the same Product Allowance apply if even only a single commercial customer receives a product allowance? In the commercial world all commercial customers do not always receive the same product allowance on an item. For example deviated pricing offered by the manufacturer would only apply to the commercial customers that the manufacturer selects.
- A. The term of “commercial customer” is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**
7. Q. Page 3 Section I item 3 of Amendment 0007 modifies page 98 SOW VI paragraph 2.A.14.a by adding subparagraph (i). The following questions relate to this change:
- a. What is the definition of the new term “deviated allowance”?
- A. The term is self explanatory but if there are any discrepancies in how offerors are interpreting the term, it will be addressed during negotiations.**
- b. The second sentence requires a report “per contract”. How can there be more than one contract, which is the one being solicited?
- A. The RFP is clear that one contract is being solicited.**
8. Q. Page 4 Section 1 item 4 of Amendment 0007 modifies page 134 Solicitation Provisions, Instructions for Proposals, Submission Requirements, Business Proposal- Volume II by adding Section III. The following is the question related to this change:

Solicitation SPM300-10-R-0047

Subsistence CONUS Prime Vendor for Texas & New Mexico

Amendment 0012

- a. Is the requirement that the contractor “shall identify all discounts, rebates, allowances or other similar economic incentives or benefits received by the contractor” limited to such items that relate to the items being listed in the catalog for this contract?

**A. See Amendment 0007, response to question 9.**

9. Q. On page 5 of Amendment 0007 Section III the response to question 2 does not address the situation where a manufacturer only offers a price deviation for a specific customer, which is not the Government. In this situation there is no income to be passed on to the Government or another commercial customer. Please address how this situation will be handled under the contract.

**A. The answer to question 2 is sufficient.**

10. Q. On page 5 of Amendment 0007 Section III the response to question 5 states that “All discounts, rebates, allowances or other similar economic incentives or benefits must be shown on the invoice”. The following are the questions on this response:

- a. Since manufacturers and growers do not put this type of information on invoices, how is the contractor to comply with this requirement?

**A. As noted, the contractor must provide the information.**

- b. The term product allowances has been defined by the Government broadly enough to include indirect revenue sources from manufacturers/growers/ private label holders which, in some cases, will be calculated long after a sale so that these revenue sources could never be shown on an invoice. How is that situation to be handled under the contract?

**A. See Amendment 0007, response to question 14.**

- c. Same situation as b. At no point in time can the contractor come up with a new price for the catalog that will take into account the myriad of allowances, each determined on a different basis at various points during the year each determined on a different basis. How is that situation to be handled under the contract?

**A. See Amendment 0007, response to question 14.**

11. Q. On page 6 of Amendment 0007 Section III the response to question 8 appears to contradict other responses and changes in that it states that “The ‘delivered price supply chain’ begins with the invoice from the manufacturer/grower and extends to every entity involved all the way to

Amendment 0012

the initial point of entry into Contractor's distribution network." The following questions relate to this response:

- a. The reference to private label holder was omitted. Was that intentional?

**A. See Amendment 0007, response to question 25.**

- b. This response appears to be saying that you can use an invoice from any entity in the supply chain described in the response, including those after the manufacturer/grower. Elsewhere the responses and changes in this amendment state that it is the invoice of the manufacturer/grower/private label holder that is to be used. Did you intend this response to be a change to allow the use of an invoice from another entity other than the manufacturer/grower/private label holder?

**A. See Amendment 0007, response to question 26.**

- c. If other invoices of other entities could be used is any markup over the price of the manufacturer/grower/private label holder allowed?

**A. See Amendment 0007, response to question 26.**

12. Q. On page 6 of Amendment 0007 Section III the response to question 9 states in part "No, as per the language in the solicitation it only applies to sales under this contract." The following questions relate to this response:

- a. Many incentives and benefits are based on sales to all or groups of the contractor's customers which can include sales to the Government. If there are some sales to the Government included in the base upon which an incentive or benefit is calculated, but the incentive or benefit is not directly based on the sales to the Government under this contract, is the contractor required to include these incentives and benefits as part of Product Allowances?

**A. See Amendment 0007, response to question 20.**

- b. How indirect can the incentive or benefit be before it is not considered a Product Allowance?

**A. See Amendment 0007, response to question 20.**

Amendment 0012

13. Q. On page 7 of Amendment 0007 Section III the response to question 13 states that “Product allowances should include other similar economic incentives and benefits.” Does the response mean any income from the manufacturer/grower/private label holder has to come under the definition of Product Allowance, no matter how it is calculated or what it is based on?

**A. See Amendment 0007, response to question 20.**

14. Q. On page 8 of Amendment 0007 Section III the response to question 16.c states in part that “If the income relates to the product price, it must be accounted for.” What is meant by the phrase “relates to the product price”? If the income relates to, for example, marketing of the product, is that considered to relate to the “product price”?

**A. See Amendment 0007, response to question 20.**

15. Q. On page 9 of Amendment 0007 Section III the response to question 18 states in part that “If it relates to sales to the government under this contract, then yes all discounts, rebates, allowances or other similar economic incentives must be passed to the government and reported.” The following questions relate to this statement:

a. This statement states that if “it” [“rebates etc”] relate to the sale to the Government while the response to question 16.c states the relationship will be to the “product price” of the item sold to the Government. Are these two responses in conflict? If not, how are they reconciled?

**A. See Amendment 0007, response to question 20.**

b. What is meant by the term “relates to sales”? How direct a relationship does the Government considered the rebates etc need to be considered a Product Allowance covered by this contract?

**A. See Amendment 0007, response to question 20.**

16. Q. On page 9 of Amendment 0007 Section III the response to question 21 is simply “no”. The previous responses to questions 16.c and 18 indicate that income to the contractor that comes under a Product Allowance has to relate to the “product price” sold to the Government or be related to the “sale to the government”. How is the response to question 21 reconciled with these other responses?

**A. See Amendment 0007, response to question 20.**

Amendment 0012

17. Q. On page 10 of Amendment 0007 Section III the response to question 23 refers offerors to page 3 item 3 of this amendment for the form for the monthly reporting. That item does not contain a form. Is the contractor to develop its format as long as it contains the required information?

**A. See Amendment 0007, page 3, number 3, Section (i) for the format.**

18. Q. On page 10 of Amendment 0007 Section III the response to question 24 omits a private label holder furnishing an invoice while elsewhere the RFP as amended allows such an invoice.

a. Was it your intent to exclude the use of a private label holder invoice?

**A. See Amendment 0007, response to question 25.**

b. The first sentence of the response refers to a manufacturer/grower's invoice and the second to the manufacturer/grower price. Since all product allowances are not shown on invoices, should both sentences use the same term?

**A. The response is sufficient.**

19. Q. On page 10 of Amendment 0007 Section III should the response to question 25 have the words "only a" inserted after the word "considered"?

**A. No, response is correct as written.**

20. Q. On page 10 of Amendment 0007 Section III the response to question 26 in the second sentence states that "Anyone the Contractor uses after the manufacturer/grower/private label holder is considered to be part of their distribution network, not just those that the Contractor owns or operates." The following are the questions related to this portion of the response:

a. Is this statement only applying to freight for the item or to the price of the item or to both?

**A. The solicitation is clear on what is to be included in delivered price and what is to be included in distribution fee.**

b. How does this response fit in with the response to question 27 and the amendment adding a provision for "redistributors"?

Amendment 0012

**A. The solicitation is clear on the exception for redistributors.**

21. Q. On page 11 of Amendment 0007 Section III the response to question 27 appears to state that standard freight to a redistributor is part of the delivered price. Does this mean that the redistributor is the equivalent of the “initial point of entry into the contractor’s distribution network”

**A. As stated in the solicitation, manufacturer/grower/private label holder reflect the starting point for delivered price.**

22. Q. On page 11 of Amendment 0007 Section III the response to question 29 uses the phrase “first leg of freight”. Is that the same as saying freight to the “initial point of entry into the contractor’s distribution network” or freight to a “redistributor”?

**A. As noted in the solicitation, redistributor is an specific exception to the requirement for delivered price.**

23. Q. As to page 49 of the RFP paragraph 8 B.2(d), this subparagraph requires the contractor to get “competition to the maximum extent practicable for all purchases”. Does this requirement mean that contractors are expected to continually get competitive bids for an item and thus create the possibility of changing each item they are furnishing throughout the contract period?

**A. The solicitation is clear.**

24. Q. As to page 49 of the RFP paragraph 8 B.2(d), this subparagraph requires the contractor to “purchase in the most economical order quantities”. Does this requirement mean that the contractor has to buy items in quantities greater than those justified by the Government’s purchases for items not normally sold by the contractor?

**A. The solicitation is clear.**