

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 18		
2. AMENDMENT/MODIFICATION NO. 0025			3. EFFECTIVE DATE Aug 3, 2012		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Michael D'Elia/FTAB/215-737-0885			7. ADMINISTERED BY (If other than Item 6) Same as Block 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)						(X)		
						9A. AMENDMENT OF SOLICITATION NO. SPM300-10-R-0047		
						9B. DATED (SEE ITEM 11) Oct 27, 2010		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
						10B. DATED (SEE ITEM 13)		
CODE			FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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 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 CONTRACTING OFFICER (Type or print)	
		DEBBIE HOLMAN Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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

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This amendment contains two sections, Section I contains actual revisions (adds/changes/deletions) to the solicitation requirements. Section II provides answers to questions which were submitted in regards to Amendments 0020 – 0024. The answers in Section II are provided for clarification purposes only and do not change the requirements in the solicitation. Closing date remains August 10, 2012, 2:00 PM Philadelphia Time.

Section I

1. Amendment 0021 Page 35, Contract Clauses, 52.216-9064 – Economic Price Adjustment (EPA) – Actual Material Costs For Subsistence Delivered Price Business Model (Date To Be Determined) – DLAD, paragraph (b)(2) is changed FROM:

“Redistributor” means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and obtaining a competitive Delivered Price.

TO:

“Redistributor” means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive Delivered Price.

2. Amendment 0021 Page 36, Contract Clauses, 52.216-9064 – Economic Price Adjustment (EPA) – Actual Material Costs For Subsistence Delivered Price Business Model (Date To Be Determined) – DLAD, paragraph (b)(5) is changed FROM:

For drop shipments as described in (4) above, a nominal Distribution Price to cover administrative costs will be applied to the Unit Price in lieu of the normal Distribution Price since the SPV Contractor is not handling the product. Likewise, occasionally the Government may elect to pick up product FOB Origin from a manufacturer/ grower/private label holder. In such instances a nominal Distribution Price will also be applied to the Unit Price in the same manner. The nominal Distribution Price will be 25% of the normal Distribution Price for the specific item(s).

TO:

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Likewise, occasionally the Government may elect to pick up product FOB Origin from a manufacturer/grower/private label holder. For both drop shipments and pick-ups, the Contracting Officer may negotiate a reduced Distribution Price with the Contractor since the Contractor is not handling the product.

3. Amendment 0021 Page 49, 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 August 2, 2012

- A. 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).
- B. 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.
- C. 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.
- F. If the contractor is requested to carry other commercially equivalent product with "essentially the same"* product characteristics but with a unique packaging requirement

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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

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mmatlock@millcreekbrands.com

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN*</u>
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.

Price changes effective as of December 14, 2011

Note: Pepper restaurant grind 5lb co added to the federal procurement with these price changes.

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

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN</u>
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
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

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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-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
8950-01-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-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
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-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-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)
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)

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8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

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

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

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Fax: (860) 893-0254

WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN</u>
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
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:**Lechai Owen****Phone: 828-553-6980****Fax: 828-884-3102****E-mail: lechaio@tvsfood.com****Additional Contact:****Nick Galante****Phone: 828-857-8106****Fax: 828-884-3102****E-mail: ngalante@tvsfood.com**

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

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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$ PRICE FOB ORIGIN</u>
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7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	\$4.48
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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
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<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$) PRICE FOB ORIGIN</u>
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
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.
2. The AbilityOne and commercial products may be used for the same purpose.

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3. The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.
 4. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another.
4. Amendment 0021 Page 59, Statement of Work, I. Supplies/Services and Prices, paragraph 9. Contractor Pricing – CONUS, paragraph (B)(4)(b) is changed FROM:

For drop shipments as described in 4. a) above, a nominal Distribution Price to cover administrative costs will be applied to the Unit Price in lieu of the normal Distribution Price since the SPV Contractor is not handling the product. Likewise, occasionally the Government may elect to pick up product FOB Origin from a manufacturer/ grower/private label holder. In such instances a nominal Distribution Price will also be applied to the Unit Price in the same manner. The nominal Distribution Price will be 25% of the normal Distribution Price for the specific item(s).

TO:

Likewise, occasionally the Government may elect to pick up product FOB Origin from a manufacturer/ grower/private label holder. For both drop shipments and pick-ups, the Contracting Officer may negotiate a reduced Distribution Price with the Contractor since the Contractor is not handling the product.

Section II

REFERENCE: Amendment 20, p. 2 and Amendment 21, p. 1

Amendment 20: “This amendment provides answers to questions which were submitted as pre-proposal questions in reference to Amendment 0018. The answers are provided for clarification purposes only and do not change the requirements in the solicitation.”

Amendment 21: “Pages 2-151 of subject solicitation and all previous twenty amendments are deleted and replaced with pages 2-158 of this amendment.”

1. **VENDOR QUESTION:** Does DLA agree that offerors are entitled to rely on the answers in Amendment 20 in construing the meaning of Solicitation language, or were the clarifications in Amendment 20 replaced entirely by subsequent Amendments?

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DLA Troop Support Answer: Refer to the language included above from Amendment 0020. The text of the solicitation governs.

2. **VENDOR QUESTION:** If the answers in Amendment 20 may still be introduced to clarify language, will these answers govern other DLA Solicitations (previously closed, still open and/or future) with similar language?

DLA Troop Support Answer: Each solicitation stands on its own, however most other CONUS solicitations will have language and provisions the same or similar to the West Texas/New Mexico solicitation.

3. **VENDOR QUESTION:** Where DLA's answer imposes new requirements not evident in the text of the Solicitation, will the answer or the text of the Solicitation govern?

DLA Troop Support Answer: The text of the solicitation governs.

REFERENCE: 52.216-9064 – ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL (DATE TO BE DETERMINED) – DLAD, para (b)(1)

Amendment 20, p. 7 and Amendment 22, p. 2 of 7 “Private Label Holder” Definition

4. **VENDOR QUESTION:** In Q&A 20, DLA agreed that a Private Label Holder may set price for its private label products where the Private Label Holder is operating in the commercial marketplace. In Q&A 23, DLA agreed that such price could be set through a price list. Why has DLA imposed a new restriction that when using intermediaries to set price for private label product, the intermediary must be a “buying group?” What is the need for such a restriction where DLA has acknowledged the ability of the Private Label Holder to set the price of its own products, just as manufacturers do?

DLA Troop Support Answer: The previous answer (Q&A 23 referenced above) is rescinded. The private label holder may set its price as it sees fit, provided it is done in a commercial marketplace and the price is input in its system as the starting basis for all customer pricing, as required in the definition of Delivered Price.

5. **VENDOR QUESTION:** The restriction that a Private Label holder may only use the invoice from an intermediary to price its product if that intermediary is a “buying group” is not found anywhere in the Solicitation language, as amended. Is it DLA's intent for this answer to change the requirements of the Solicitation?

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DLA Troop Support Answer: See the answer to the previous question above.

REFERENCE: 52.216-9064, para (f) EXAMINATION OF RECORDS

Amendment 20, p. 15-16 and Amendment 22, p. 7

6. VENDOR QUESTION: What limits are there, if any, on the Contracting Officer's ("CO") right *"to examine the Contractor's books, records, documents and other data, to include commercial sales data, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause?"* For example—

- May the CO demand to see unredacted commercial sales data for all commercial customers from a particular distribution center?
- May the CO require the contractor to disclose the deviated pricing it records on its system for its commercial customers, as well as the customer's identities?
- May the CO require the contractor to produce records of all payments received from any supplier in the form of earned income?
- How, if at all, do the Contracting Officer's rights to information pursuant to DLAD 52.216-9064, para (f) vary from the rights given to the government in non-commercial item contracts pursuant to FAR 52.215-2, Audit and Records – Negotiation (Oct 2010), paragraphs (a) and (b)?
- If the contractor believes that the CO's request is not "necessary to verify Contractor adherence to the provisions of the clause," what mechanisms exist to challenge the request?
- DLA states that "the existence of the agreement itself must be disclosed." By this statement, DLA means that the existence must be disclosed to DLA, and does not intend that disclosure of the existence of the agreement be made to the public, correct?
- Confirm that even the redacted version of contractor pricing disclosures will be treated as confidential, proprietary information pursuant to 5 U.S.C. § 552(b)(4) and will not be released to the public.

DLA Troop Support Answer: The Contracting Officer would verify the purchase price of items in the vendor's electronic system, and verify that the price was applied uniformly to other prime vendor customers at a given time. Since deviated pricing is different among

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customers, this would not be subject to review. Regarding earned income, the Contracting Officer will verify the existence of earned income agreements but specific dollar amounts may be redacted. Such disclosures will be treated as proprietary in accordance with paragraph (d) of the Rebates/Discounts and Price Related Provisions. The Contracting Officer's rights to information pursuant to DLAD 52.216-9064, para (f) do not apply to determination of costs as in FAR 52.215-2 but instead relate to verification of Contractor adherence to the pricing terms of the solicitation. If the Contractor does not believe that the requested data is necessary to verification adherence to the pricing terms, the Contractor may notify the Contracting Officer of this concern; however, paragraph (f) provides that the Contracting Officer will determine what data is necessary.

REFERENCE: 52.216-9064, para (b)(5) DEFINITIONS – DROP SHIPMENT Amendment 22, p. 3

7. VENDOR QUESTION: Drop shipments, by their nature, are unpredictable, and are frequently caused because of an immediate customer need, such as an emergency, a surge, a requirement in a field location that is not typically serviced, or a special order, that cannot be accommodated through normal inventory replenishment. For example, drop shipments were an important tool that allowed distributors to provide emergency shipments in the aftermath of hurricanes Rita and Katrina. In general, in part because drop shipments occur outside of the distributor's established processes for ensuring compliance with contract requirements such as the fill rate and frequently have a tight delivery deadline, drop shipments require more administrative oversight and labor than is required for replenishment of general inventory items. Specifically, drop shipments—

- Require increased administrative oversight. They require the distributor to increase its administrative oversight and contact with its vendor from the time the distributor places the order, to the time that the product is delivered at the customer site. The distributor must ensure through communication with the vendor and the customer that the customer received the correct number and quantity ordered. However, since drop shipments are unpredictable and rare, they do not allow the distributor to save labor on its normal compliance processes, so the additional work is additive. Despite this, distributors in the past have been willing to charge contract distribution fee.
- Do not decrease the risk or cost of performance. The distributor must still meet the fill rate requirements and comply with other contract requirements, such as food safety. DLA's requirement that drop shipments be approved by the contracting officer appear sufficient to ensure that drop shipments are not abused by government customers or distributors. Given this, we ask the following questions:

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- What market research, if any, has DLA performed to reach its stated conclusion that drop shipments cost a distributor less since they are not physically handling the product?
- We are not aware of any counterpart in the commercial market where drop shipments carry a lower mark-up/margin/distribution fee than for inventory shipments. Is DLA aware of any such counterpart? Has DLA obtained a waiver pursuant to FAR 12.302 to tailor this provision in a way that is both inconsistent with customary commercial practice and which will naturally drive up overall distribution costs to address the price risk?
- Does DLA understand that to address the price risk of this provision, offerors will either have to increase their overall distribution price or refuse to provide drop shipments?
- Has DLA considered and is it willing to accept the unintended consequences of discouraging drop shipments on the ability and willingness of distributors to respond to requests that require drop shipments where they will not be fairly compensated for their work?

The severe reduction on distribution price for an action that typically costs the distributor more, not less, constitutes a type of penalty for which DLA likely will end up paying higher prices. Will DLA consider removing the drop shipment penalty that applies to a distributor who accommodates special order requests that require drop shipments?

DLA Troop Support Answer: Drop shipments as described in the solicitation involve no physical handling, storage or transportation on the part of the prime vendor, all of which would involve costs to the prime vendor. In past instances of emergency drop shipments, some distribution prices were reduced via modification. In light of that, this section is being amended to state that the distribution price of a drop shipment item may be reduced by agreement of both parties on a case by case basis.

REFERENCE: 52.216-9064, para (d) Amendment 22, p. 7 - UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT

- 8. VENDOR QUESTION:** Price volatility exists throughout all food commodities, not just Fresh Fruits and Vegetables (FF&V). Price increases in FF&V may also snowball and impact other commodities. For example, increases in the price of fresh corn as a result of droughts likely will also impact poultry, livestock, and dairy industries as well as the cost of fuel to transport the raw materials as well as finished goods. Some of the most extreme volatility (up and down) has been in sugar and oils and fats commodities. In recent years, price volatility on food has increased. For example, on April 17, 2012, the UN General Assembly (UNGA) held a high-level debate on “Addressing Excessive Price Volatility in Food and Related Financial and Commodity Markets,” under the auspices of the President of the General Assembly and the Economic and Social Council. On what data did DLA base its determination that FF&V could increase by up to 90%, but other commodities would be

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limited to a 30% increase? Given the anticipated price volatility in all food products, would DLA consider raising the ceiling for increases to 90% across the board?

DLA Troop Support Answer: FF&V is historically more volatile therefore it warrants a substantially higher ceiling. DLA will not consider raising the 30% ceiling on other items at this time. Note that the EPA clause includes a provision for raising the ceiling on a case by case basis at the determination of the KO. Also, the clause itself (as contained in the FAR) does not include a percentage, but rather a blank fill-in with the percentage figure determined by the KO. Therefore the percentage may be revised on future solicitations if warranted.

REFERENCE: Section 9, DELIVERY DESTINATIONS AND INSTRUCTIONS, para G., Amendment 21, p. 89 of 189

- 9. VENDOR QUESTION:** The Solicitation covers several locations that may be able to handle fewer delivery days than specified, but also larger locations, such as Fort Bliss, which likely will require the number of deliveries specified.
- Will DLA permit split distribution fees, so that locations that require fewer deliveries may carry a lower distribution fee, but locations that require the number of deliveries specified by the Solicitation would carry their fair share of a full distribution fee?
 - If DLA permits split distribution fees, how will it evaluate the price of the marketbasket?
 - If split distribution fees are permitted, will DLA let all offerors know which installations are agreeable to fewer deliveries and their product usage volume so that offerors know how to allocate distribution fees since such are based on product volume and distances transported to the customer locations?
 - If an offeror proposes a split distribution fee schedule, will DLA permit separate catalogs, to reflect the different distribution fees?

DLA Troop Support Answer: The zones solicited will be awarded as one contract per zone with one distribution price per category. Split distribution fees will not be considered. You may offer an alternate delivery schedule in accordance with the terms on page 89 of Amendment 0021.

REFERENCE: PRICE PROPOSAL – VOLUME II, Section II. SUPPORTING PRODUCT INFORMATION

Invoice/Quotes, Amendment 21, p. 127 - REQUIREMENT TO PLACE LOW QUOTE ON CATALOG

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10. VENDOR QUESTION: Does the highlighted language require a contractor to sweep its system for quotes, and offer the quoted price on the catalog, regardless of whether the product was ordered at the quoted price or if the quoted product is not even in inventory at the distributing warehouse? If so—

- How may a price based on a quote for a date in the past be applied to a current catalog – before the quoted product goes through the Fair and Reasonable process and before an invoice has actually been received by the Prime Vendor?
- Does DLA intend to require that the contractor price product based on quotes (in lieu of invoices) throughout the period of performance?
- This requirement is tantamount to a requirement for certified cost or pricing data for commercial items, which is prohibited pursuant to 10 U.S.C. 2306a and FAR 15.403-1(b) & (c)(3). We are not aware of any commercial practice that requires product to be based on a quote, rather than an invoice. Moreover, even on contracts where certified cost or pricing data is required, the contractor is not required to price the product based on a quote.
- On what statutory or regulatory basis does DLA require a contractor to sell product on the basis of a quote, rather than the invoice price at which it actually purchased the item?
- Did DLA conduct any market research to support its determination to require offerors to offer quotes on the catalog? If so, what did it conclude?
- Has DLA obtained a waiver pursuant to FAR 12.302 to tailor this provision in a way that is both inconsistent with customary commercial practice and statute, 10 U.S.C. 2306a?

If DLA did not intend to have contractors sweep their systems, what does DLA intend here?

Does DLA understand that the concern evidenced in Question 67 was that offerors would game the system by obtaining the lowest possible quote, potentially lower than they would actually pay, for the purposes of a favorable price evaluation, which would then increase one week after contract award to the price actually paid? The Solicitation language implies that a quote must be for delivery to the delivering warehouse, rather than mere entry to the contractor's distribution network. Is this accurate? If this is accurate, then is it also implied that all invoices must be for delivery to the delivering warehouse, rather than mere entry to the contractor's distribution network, correct?

DLA Troop Support Answer: Regarding fair and reasonable determinations on contract catalog items, only new items require an upfront fair and reasonable determination; existing catalog items are subject to review as prices change. There is no requirement to “sweep” an existing catalog for quotes, and there is no requirement after award to price product based on quotes during contract performance. If a prime vendor chooses to offer a quote on the market basket for an item currently on the contract

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catalog, and if that quoted price is lower, the prime vendor should accept the quote and apply it for the duration of the quote period. Likewise there is no requirement to “*sell product based on a quote, rather than the invoice price at which it actually purchased the item*”. A quote accepted becomes an invoice price paid. We understand the issue of unrealistically low quotes and thus we are seeking to prevent fraud. Therefore prices that appear too low, whether quotes or invoices, will be identified, questioned and negotiated as necessary. We are seeking to avoid a situation where an offeror obtains quotes merely for the benefit of a lower Delivered Price/Unit Price on the market basket evaluation, without passing those savings on to our customers for the identical item on the existing contract catalog during the effective period of the quote. As stewards of public funds, it is both reasonable and imperative for DLA Troop Support to expect to pay a lower price if it is offered, not only during the first week of the new contract award but during the entire effective period of the quote. Regarding the questions about delivering warehouse, the answer is yes.

REFERENCE: Amendment 20, p. 2. EFFECTIVE PERIOD OF THE CONTRACT

11. VENDOR QUESTION: Prior generations of prime vendor procurements took significant time to evaluate and award. The current generation has been pending for over four years.

In a contract with a one-year base period and four, one-year options, the government would still have the flexibility in its discretion to determine after 2-3 years that it desired competition. How does truncating the possible period of performance to no greater than 2-3 years provide a greater balance than a slightly longer period that also gives the government the flexibility to compete after 2-3 years?

Did DLA conduct any market research to support its determination to compete every 2-3 years, and if so, what did the research demonstrate?

In determining that the balance between competition and stable customer support warrants a shorter total possible contract performance period, has DLA budgeted for its increased administrative costs of more frequent competitions?

Our experience has shown that it takes an inexperienced contractor a minimum of 2-3 years to achieve complete competency in all aspects of a SPV contract since it is such a complicated, administratively heavy and product specific type contract. The customers (installations) suffer with short term contracts as they always experience SPVs that are “in

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training.” Has DLA surveyed its customer base to verify that the reference “balance” meets customer needs?

Providing support for DLA prime vendor contracts requires a significant investment in resources including additional equipment, staff, and training to service the contract. The awardee will now have only a few years to recoup its investment. Additionally, the administrative support that offerors must provide to even compete for a contract is significant, and something that offerors must now repeat approximately bi-annually. If offerors are to recoup such costs, they must do it through increased distribution fees. Has DLA determined that the increased competition every 2-3 years is worth any increase in Contract Unit Price?

DLA Troop Support Answer: Enhancing competition generally drives down costs. It is the Government’s prerogative to determine the length of its contracts, and various factors are considered in establishing the length of each new acquisition.