

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0026		3. EFFECTIVE DATE Oct 5, 2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.	1 45 <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Michael D'Elia/FTAB/215-737-0885		CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i> Same as Block 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SPM300-10-R-0047 <input checked="" type="checkbox"/> 9B. DATED <i>(SEE ITEM 11)</i> Oct 27, 2010 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED <i>(SEE ITEM 13)</i>		
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: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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
 Pursuant to FAR 15.306(d), this is the government's formal written notification that discussions are opened for solicitation SPM300-10-R-0047. The government reserves the right to discuss any aspects of your firm's submitted proposals not already identified or listed in this amendment. Shortly following issuance of this amendment, your firm will receive an official letter identifying technical deficiencies and/or significant weaknesses of its proposal. Subsequently, your firm will be afforded the opportunity to address these deficiencies and/or significant weaknesses identified by the government.
 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 <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
		DEBBIE HOLMAN Contracting Officer	
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>	

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

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This amendment contains three sections, Section I contains actual revisions (add/changes/deletions) to Amendment 0021. Section II contains actual revisions (adds/changes/deletions) to Amendment 0022. Section III contains actual revisions (adds/changes/deletions) to Amendment 0025. Also, attachments to this amendment include the new Price Proposal Workbook Spreadsheets (“Spreadsheet”).

Section I

1. Amendment 0021 Page 16, 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

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2. Amendment 0021 Page 21, 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).
- (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:

- _X_ (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).
- _X_ (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).
- _X_ (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).

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(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.

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- ___ (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)).
- X (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).
- X (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)).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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- (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).
- (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.

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___ (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.*).

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___ (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.*).

___ (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.

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(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).

(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)).

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- (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.

3. Amendment 0021 Page 55, Statement of Work, I. Supplies/Services and Prices, paragraph 8. Rebates/Discounts and Price-Related Provisions is deleted and replaced with the following:

REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS

- (a) All rebates, discounts, and limited discounts designated for the Government, which include any rebates or discounts that are passed on to all customers without specific designation (hereafter referred to as "Government Rebates and Discounts"), including NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/private label holder, as defined in DLAD 52.216-9064, to be passed to the Government, shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Exceptions to this requirement (hereafter referred to as "Exceptions") are earned income, qualifying early payment discounts, limited discounts designated for customers other than the Government, as defined in (b) below, and any other exceptions to this requirement specifically stated, with reference to this provision, in the solicitation and contract. Any Government Rebates and Discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be

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submitted via check payable to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(b) Definitions

1. “Limited Discount” (commonly referred to as a “deviation” in industry parlance) means a discount that is identified by the manufacturer, grower, or private label holder as being limited to a specific customer.
2. “Purported Exception” means an Exception, as defined in (a) above, purported by the contractor to meet the definition of earned income, qualifying early payment discounts, or other Exceptions to this provision stated in the contract, but that do not meet the applicable definition or the conditions for use stated in the contract.
3. “Qualifying Early Payment Discounts” are discounts that meet the following conditions:
 - (i) the Early Payment Discount is an incentive to encourage payment earlier than the normal payment due date;
 - (ii) the Early Payment Discount is consistent with commercial practice;
 - (iii) the Early Payment Discount is routinely given by the manufacturer/growers/private label holders or redistributors to customers other than the Subsistence Prime Vendor (SPV) Contractor at the same discount rate and under the same conditions as provided to the SPV Contractor;
 - (iv) the Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price;
 - (v) the Early Payment Discount is no more than 2 percent of the manufacturer/grower/private label holder’s invoice and the early payment is required within 10 days to obtain the discount (except that in the event that specific terms greater than 2 percent/10 days are offered, the SPV Contractor must obtain prior written approval to retain this discount from the Contracting Officer on a case by case basis); and
 - (vi) the contractor actually made the required payment within the time period required to receive the discount.

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4. "Earned income" is defined as monies received by the SPV Contractor from its manufacturers/growers/private label holders or redistributors as consideration for value-added services (as described in the earned income categories identified by the Contractor) that the Contractor provides to its manufacturers/growers/private label holders/redistributors, if the following conditions are met:

- (i) the value-added services are services performed by the contractor in accordance with commercial practice such as marketing (for example, sales volume incentives earned based on sales of significant quantities to other customers), freight management, consolidated warehousing, or quality assurance, or services providing similar value-added benefit to the manufacturers/growers/private label holders or redistributors; and,
- (ii) the income is retained in the normal course of its commercial business; and,
- (iii) the income does not include manufacturer/grower/private label holder/redistributor-generated Government Rebates and Discounts; and,
- (iv) the income is paid in exchange for services performed by the contractor in accordance with commercial practice; and,
- (v) the income is properly included in one or more of the earned income categories identified by the offeror, as required in the Submission Requirements section of the Statement of Work.

(c) Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the Delivered Price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate Delivered Price, including any applicable Government Rebates and Discounts. The government may also require the contractor to submit pricing agreements and other documentation to substantiate all Government Rebates and Discounts and Exceptions, including the existence of Earned Income agreements, on the DLA Troop Support contracts. Specific dollar amounts contained in Earned Income agreements may be redacted prior to submitting. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a Government Rebate and Discount or Early Payment Discount should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective Unit Price reduction and a retroactive refund for the amount of the overcharges or Purported Exception, including interest. The contractor shall be entitled to a payment for any undercharges. The Contracting Officer, or authorized representative, shall have

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the right, up to twice a year or more often as determined necessary by the Contracting Officer, to examine and audit a statistically significant sample of the Contractor's records relevant to the existence of Earned Income agreements, Government Rebates and Discounts, Exceptions, and commercial customer Delivered Prices. The Government may review/audit the SPV Contractor's electronic purchasing system to confirm that the Delivered Price of a product sold at a given time to a DLA Troop Support customer is identical to the Delivered Price used by the SPV Contractor to determine the price of such product sold at the same time to its other customers. Should the Government identify evidence of incorrect pricing, or should other pricing issues arise, the Government reserves the right to conduct more frequent and extensive reviews/audits. Failure to exercise any of these rights shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

(d) Contractor pricing disclosures shall be treated as proprietary and will not be released outside the Government unless otherwise required by law or as agreed to by the contractor.

4. Amendment 0021 Page 57, Statement of Work, I. Supplies/Services and Prices, paragraph 9. Contractor Pricing – CONUS is deleted and replaced with the following:

CONTRACTOR PRICING - CONUS

A. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Delivered Price} + \text{Distribution Price} - \text{Government Rebates and Discounts}$$

B. Definitions:

1. "Contract Unit Price" means the total price per unit charged to DLA TROOP SUPPORT for a product delivered to DLA TROOP SUPPORT's customers. The Contract Unit Price consists of three components: Delivered Price plus Distribution Price less Government Rebates and Discounts. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent.

2. Delivered price:

(a) "Delivered Price" means the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor's purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the

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Contractor's various customers. The Delivered Price shall be based on FOB Destination delivered using Standard Freight. Delivered Price shall exclude all costs that are to be covered in the Distribution Price. The SPV Contractor warrants that the Delivered Price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the Delivered Price of such product sold at the same time to its other customers.

(i) Exception: For mandatory source items, the Delivered Price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus standard freight.

(ii) Exception: A Redistributor's price for a specific manufacturer/grower/private label holder's product (SKU) may be used as long as the Redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/ grower's/ private label holder's published price inclusive of Government Rebates and Discounts. Supporting documentation may be required.

(iii) Exception: Standard Freight may not apply to drop shipments and FOB Origin pickups.

(b) The Delivered Price includes Standard Freight, meaning the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder to the SPV Contractor. This may include inter-division transfers between the SPV Contractor's warehouses provided the Delivered Price (inclusive of standard freight) of a product at a given time is identical to the Delivered Price of the same product at the same time to other commercial customers in the SPV Contractor's electronic purchasing system. In the event the SPV Contractor picks up product FOB Origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/ private label holder, the Standard Freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(i) the manufacturer/grower/private label holder's, or manufacturer/grower/private label holder's carrier's freight price normally

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payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor's distribution point; or

(ii) an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

(c) In rare circumstances, and only with the Contracting Officer's written approval, the Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower/private label holder to the customer without the Contractor taking possession. This may involve non-Standard Freight charges such as FedEx, UPS, or the US Postal Service. In such instances the Contracting Officer will determine price reasonableness on the Unit Price inclusive of freight. Likewise, occasionally the Government may elect to pick up product directly from a manufacturer/grower/private label holder/redistributor. In such instances the normal Standard Freight charge from the manufacturer/grower/private label holder/redistributor to the Contractor will not apply.

(d) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

3. Government Rebates and Discounts (defined elsewhere in the contract) include National Allowance Price Agreements (NAPA) and food show discounts. The Government will accept additional or greater Government Rebates and Discounts at any time. In accordance with other provisions of the contract (and subject to any exception in those provisions), all Government Rebates and Discounts on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or designated to be given to the Contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these Government Rebates and Discounts shall be reflected via a reduced Subsistence Total Order and Receipt Electronic System (STORES) price, resulting in a lower invoice price to the customer. Any Government Rebates and Discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

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4. Distribution Price: "Distribution Price(s)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Delivered Price; including but not limited to, the performance requirements of the SOW for the applicable SPV solicitation and resulting contract. As detailed above in 2. (a), Delivered Price is distinct from and not to be included in the Distribution Price. 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.

5. "Ordering Catalog" means the listing of items and their corresponding Contract Unit Prices available for ordering under this contract. Initially it will include only items for which pricing has been established at contract award. Additional items may be priced and added to the Ordering Catalog following contract award, under procedures specified elsewhere in the contract.

6. "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight Eastern Time (ET, standard or daylight as applicable).

C. Price Adjustments:

1. All Ordering Catalog prices are subject to adjustment in accordance with the Economic Price Adjustment (EPA) clause of the contract. Only the Delivered Price component of the Contract Unit Price is subject to adjustment under the EPA clause. DLA TROOP SUPPORT will accept Contractor offered Delivered Price, Distribution Price, and Contract Unit Price reductions at any time.

2. All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, and thereafter unless changed pursuant to the EPA clause of the contract or reduced by other price reduction provided by the Contractor. Price changes under the EPA clause shall be effective in accordance with the provisions of the EPA clause. All Ordering Catalog Contract Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA TROOP SUPPORT will be charged the Contract Unit Price at time of each order regardless of any changes in the Contract Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

3. Erroneous prices in the Ordering Catalog will be dealt with in accordance with the provisions of the EPA clause.

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5. Amendment 0021 Page 65, Statement of Work, I. Supplies/Services and Prices, paragraph 12. NAPA Discounts, paragraph (E)(1) the following is changed FROM:

John Steenberge

TO:

Margaret Conforto

6. Amendment 0021 Page 69, Statement of Work, I. Supplies/Services and Prices, paragraph 16. Joint Total Asset Visibility is deleted and replaced with the following:

TOTAL ASSET VISIBILITY

Under the proposed contract, the awardee must have the capability to provide DLA Troop Support with timely and accurate information on the location, movement, status, and identity of its entire inventory of supplies.

7. Amendment 0021 Page 69, Statement of Work, I. Supplies/Services and Prices, the following paragraph is added:

17. FUEL SURCHARGE – CONUS

- 1) It is the Government's intention to solicit offers with and without a fuel surcharge. Therefore an offeror must submit two sets of Distribution Pricing, one with a fuel surcharge and one without. The Government will evaluate prices with surcharge (including estimated Government expenditures associated with a fuel surcharge) and without fuel surcharge to determine the most beneficial offer. The Government reserves the right to award with or without fuel surcharge.
- 2) For prices without fuel surcharge, the offeror shall determine its offered Distribution Prices (DP) assuming a Fuel Surcharge will not be included in the resulting contract award.
- 3) For prices inclusive of fuel surcharge, the offeror shall determine its offered Distribution Prices with Fuel Surcharge (DPFS) assuming a fuel surcharge will be included in the resulting contract award. The data and table below will be used for evaluation purposes and will govern the application of the fuel surcharge if the Government determines to include a fuel surcharge in the resulting contract award.

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- Fuel Index: Department of Energy On-Highway Diesel Fuel Prices (<http://www.eia.gov/petroleum/gasdiesel/>) – see Gulf Coast price
- Frequency of adjustment: Quarterly, beginning three months after first order date and based on the current (at that time) weekly index price
- 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) 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.
- 5) 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

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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).

- 6) 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 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 twelve weeks later. No retroactive adjustments will be made.

8. ***Amendment 0021 Page 72, Statement of Work, III. Inspection and Acceptance, paragraph 3. Product Quality & Shelf Life Requirements is deleted and replaced with the following:***

PRODUCT QUALITY & SHELF LIFE REQUIREMENTS

For all Customers acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest pack available or the latest seasonal pack during the contract period. The SPV Contractor shall use First Expired First Out (FEFO) and/or First In First Out (FIFO) methods in accordance with its regular commercial practice. All products delivered shall be as fresh as possible and within the manufacturer's original shelf life (i.e., Best if Used by Date, Expiration Date, or other markings). Products commonly sold "Chill" in the commercial market but required/identified as "Frozen" in the DLA TROOP SUPPORT item description (due to customer need) should be purchased frozen from the manufacturer. These highly-perishable and short-shelf life items may include but are not limited to: hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the Contractor following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the Contractor's facility. Products required by the DLA TROOP SUPPORT Item Description to be chilled must be maintained and delivered chilled; products required to be frozen must be

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delivered frozen to the DLA TROOP SUPPORT customer. Unless approved by the Contracting Officer, no product shall be slow-frozen. Cottage cheese and cream cheese shall not be frozen under any circumstance.

A. Shelf life requirements:

1. For annual pack items, products shall be from the latest seasonal pack available, and shall not be older than one year from Date of Pack/Production Date upon receipt at the Contractor facility or the immediate prior year's pack during brief "carry-over" periods in accordance with commercial practice, unless approved in advance by the Contracting Officer.
 2. For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.
 3. For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor.
- B. Commercial standards shall be used to maintain temperatures appropriate for individual items. Products required to be chilled must be maintained and delivered chilled, and products required to be frozen must be maintained and delivered frozen (no product shall be slow-frozen in any case).
- C. As with any substitution, the vendor must receive the ordering activity's Government designated representative's prior approval if product offered for delivery will possess a lesser shelf-life. Chilled products shall not be frozen in an attempt to extend shelf life.
- D. It is NOT DLA TROOP SUPPORT's Policy to grant shelf life extensions. However, on a limited case by case basis, the Contracting Officer reserves the right to authorize extensions giving consideration to the reason requested, manufacturer letter of extension granted, military veterinarian approval, customer approval, and price reduction offered. The procedures for Contractor request for shelf life extensions are as follows:
- i. The Contractor submits written notification to the customer regarding over aged product and request customer agreement to receive the product if it is approved for extension by DLA TROOP SUPPORT and Vet Services.
 - ii. The Contractor submits the extension request paperwork to include Customer agreement, NSN, Item Description, # of Cases, Dollar Value, Price Reduction Offered, Reason/Justification for the request, Manufacturer Letter of Extension, Manufacturer's original expiration date,

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and Manufacturer's extended expiration date to the Contracting Officer for review/concurrence.

- iii. The Contracting Officer as designated, replies to the Contractor with accept/reject of the submitted package and go or no-go for the Vet inspection request.
- iv. Vets inspect product (in accordance with their list of priorities) to see if it is wholesome and of adequate quality (consideration should be given to the length of the extension guarantee before Vet approval is granted).
- v. Items that are approved by the Vets are used by the Contractor.

E. Level of Product Quality:

- 1. When designating an item as a match for the DoD item in the schedule of items listed in the solicitation, the item must be:
 - a. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
 - b. Identical for portion/package size and units per pack.
 - c. Equivalent in respect to grade or fabrication.
- 2. The Contractor must offer a substitute which is of equal or higher utility and higher quality and of same or lower price. If there are no substitutable items that meet that criterion, the customer at their own discretion has the ability to order as a substitute any item that is on the catalog.
- 3. All items must meet or exceed the Government's item description of their assigned Government stock number.

9. Amendment 0021 Page 89, Statement of Work, IV. Ordering and Deliveries & Performance, paragraph 9. Delivery Destinations and Instructions, paragraph (G) is deleted in its entirety.

10. Amendment 0021 Page 104, Statement of Work, V. Contract Administration Data, paragraph 4. Food Shows, is deleted and replaced with the following:

FOOD SHOWS

- A. 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.

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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.

B. Should the Contracting Officer choose to participate,

- 1) approximately one (1) month prior to the Food Show, the Contractor shall furnish the Contracting Officer and/or Acquisition Specialist the following information:
 - i. List of manufacturers/brokers attending the Food Show;
 - ii. Map showing the locations of booths;
 - iii. Effective period of any offered allowances, i.e. off-invoice discounts;
 - iv. Statement as to whether the allowances are applicable to all orders placed within the effective period, and
 - v. 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
 - Booth Number of the exhibitor and the products they represent
- 2) 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.
- 3) 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.

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11. Amendment 0021 Page 105, 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

12. Amendment 0021 Page 106, 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 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.

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13. Amendment 0021 Page 107, 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.

14. Amendment 0021 Page 117, Solicitations Provisions, FAR 52.212-1, Addendum to FAR 52.212-1, paragraph (6.) is deleted and replaced with the following:

Add: Paragraph (m), *Reverse Auction:*

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 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

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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

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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.

(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.

15. Amendment 0021 Page 122, 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

16. Amendment 0021 Page 123, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Price-Price Proposal – Volume II, paragraph (I)(C) the following is changed FROM:

Price Proposal Sheet (Alternate Delivery Schedule)

TO:

Price Proposal Sheet (Fuel Surcharge)

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17. Amendment 0021 Page 123, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Price-Price Proposal – Volume II, paragraph (I)(E) is deleted and replaced with the following:

It is the Government's intention to solicit offers with and without a fuel surcharge. Therefore an offeror must submit two sets of Distribution Pricing, one with a fuel surcharge and one without. The Government will evaluate prices with surcharge (including estimated Government expenditures associated with a fuel surcharge) and without fuel surcharge to determine the most beneficial offer. The Government reserves the right to award with or without fuel surcharge.

18. Amendment 0021 Page 124, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Price-Price Proposal – Volume II, Price Proposal, Distribution Category Pricing Sheet, paragraph (b), NOTE, is changed FROM:

The offeror may complete columns G and H if it is proposing an alternate delivery schedule to reduce distribution costs to the customers.

TO:

The offeror shall complete columns G and H to propose Distribution Prices (including fuel surcharge) to the customers.

19. Amendment 0021 Page 126, Solicitations Provisions, Instructions for Proposals, Submission Requirements, Price Proposal – Volume II, Price Proposal, Price Proposal Sheet (Alternate Delivery Schedule) is deleted and replaced with the following:

Price Proposal Sheet (Fuel Surcharge)

a. All information in the above section, Price Proposal Sheet, is the same **except** for paragraph (c)(1) Paragraph (c)(1) is as follows:

The proposed UOM Distribution Prices (Fuel Surcharge) for the base and option period.

NOTE: Columns J-N are pre-populated fields correlated to the Price Proposal Sheet.

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20. Amendment 0021 Page 134, Solicitations Provisions, Evaluation Factors for Award, Price Proposal Evaluation, Price Proposal, Aggregate Distribution Price, the following NOTE is changed FROM:

If an offeror's alternate delivery schedule is accepted by the Government's customers and the distribution prices for this schedule result in a cost reduction compared to delivery schedule outlined on page 89, the distribution prices for the alternate delivery schedule will be used to evaluate the offeror's price proposal.

TO:

The offeror will submit both sets of Distribution Prices (DP and DPFS) for the base period and option period. For each offer, the Government will first evaluate both sets of Distribution Prices. To arrive at the Estimated Aggregate Distribution Price for DPFS, the Government will first calculate the Aggregate Distribution Price for DPFS by multiplying each DPFS of each of the items listed in the Market Basket by its estimated quantity, and totaling the results for all distribution prices of the items listed in the Market Basket for the base period and option period. Next, the Government will add the expected costs associated with paying a fuel surcharge to the DPFS 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 = 2,601 purchase orders per year, or 5,202 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 option)

Using those figures, the formula above yields:

- *2,601 * \$2.00 = \$5,202 per contract period, or \$10,404 for the total contract (base plus option)*

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 Distribution Price for DPFS and the ESO. The final formula for estimated Aggregate Distribution Price for DPFS is as follows:

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- *Aggregate DPFS + (ESO + EAE) = Estimated Aggregate Distribution Price with Fuel Surcharge*

Applying these figures in the formula above shows:

- *Aggregate DPFS + (\$10,404 + \$800) = Estimated Aggregate Distribution Price with Fuel Surcharge*

21. Amendment 0021 Page 134, Solicitations Provisions, Evaluation Factors for Award, Price Proposal Evaluation, Price Proposal, Aggregate Unit Price, the following NOTES are added:

1. The Estimated Aggregate Distribution Price with Fuel Surcharge will be added to the Aggregate Delivered Price to arrive at the Estimated Aggregate Unit Price with Fuel Surcharge.
 - *Estimated Aggregate Distribution Price with Fuel Surcharge + Aggregate Delivered Price = Estimated Aggregate Unit Price with Fuel Surcharge*
2. Since the additional estimated expenditures will increase the estimated Aggregate Unit Price for DPFS offers, award using fuel surcharge will be deemed beneficial only if the Estimated Aggregate Unit Price with Fuel Surcharge is sufficiently lower than the Estimated Aggregate Unit Price (without Fuel Surcharge) to 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.

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Section II

- 1. Amendment 0022 Page 2, #2, in reference to Contract Clauses, 52.216-9064 – Economic Price Adjustment (EPA) – Actual Material Costs For Subsistence Delivered Price Business Model (Date To Be Determined) – DLAD is deleted and replaced with the following:***

52.216-9064 Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model (DATE TO BE DETERMINED) – DLAD

(a) WARRANTIES. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—

- (1) Contract Unit Prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and
- (2) Price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS. As used throughout this clause, the term:

(1) “Private Label Holder” means:

- (i) a manufacturer or grower with whom the contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or
- (ii) an entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or
- (iii) an entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

(2) “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.

(3) “Standard Freight” means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation

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charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include inter-division transfers between the SPV Contractor's warehouses provided the Delivered Price (inclusive of standard freight) of a product at a given time is identical to the Delivered Price of the same product at the same time to other commercial customers in the SPV Contractor's electronic purchasing system.

a) In the event the SPV Contractor picks up product FOB Origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the Standard Freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(i) the manufacturer/grower/private label holder's or manufacturer/grower/private label holder's carrier's freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor's distribution point; or

(ii) an average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

b) In rare circumstances, and only with the Contracting Officer's written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower/private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-Standard Freight such as FedEx, UPS, or the US Postal Service. In such instances the Contracting Officer will determine price reasonableness on the Unit Price inclusive of freight.

(4) "Contract Unit Price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract Unit Price consists of three components: Delivered Price plus Distribution Price less Government Rebates and Discounts. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent to determine the final Contract Unit Price.

(5) Delivered Price

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- a) “Delivered Price” means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor’s purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor’s customers. The Delivered Price shall be based on FOB Destination delivered using Standard Freight. Delivered Price shall exclude all costs that are to be covered in the Distribution Price. The SPV Contractor warrants that the Delivered Price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the Delivered Price of such product sold at the same time to its other customers.
- (i) Exception: For mandatory source items, the Delivered Price shall be limited to the nonprofit agency’s price for product as set in accordance with applicable law, plus standard freight.
 - (ii) Exception: A Redistributor’s price for a specific manufacturer/grower/private label holder’s product (SKU) may be used as long as the Redistributor’s price for the quantity ordered is equal to or lower than the manufacturer’s/ grower’s/ private label holder’s published price inclusive of Government Rebates and Discounts (as defined below). Supporting documentation may be required.
 - (iii) Exception: Standard Freight may not apply to drop shipments and FOB Origin pickups.
- b) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.
- (6) “Distribution Price(s)” means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Delivered Price; including but not limited to, the performance requirements of the SOW for the applicable SPV solicitation and resulting contract. As detailed above in (5), Delivered Price is distinct from and not to be included in the Distribution Price. For both drop shipments and Government pick-ups, the

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Contracting Officer may negotiate a reduced Distribution Price with the Contractor since the Contractor is not handling the product.

(7) "Government Rebates and Discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the solicitation), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any exceptions in those provisions), all Government Rebates and Discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government Rebates and Discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(8) "Ordering Catalog" means the electronic listing of items and their corresponding Contract Unit Prices available for ordering under this contract.

(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time ET, standard or daylight as applicable).

(c) PRICE ADJUSTMENTS.

(1) General.

(i) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Delivered Price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering Week, if the Contractor's Delivered Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next week's Ordering Catalog upon the Contractor's request, submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the Delivered Price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Week. All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Week.

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(ii) Catalog Delivered Prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into SPV contractor's inventory).

(iii) Updates to the Delivered Price: All notices and requests for new item Delivered Prices and price changes shall be submitted weekly, no later than 1:30 PM Eastern Time on Wednesday, to be effective in the following Ordering Week's Ordering Catalog prices. The Delivered Price shall have any and all Government Rebates and Discounts subtractions made prior to presenting the Delivered Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Delivered Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's Ordering Catalog and each Contract Unit Price shall be changed by the same dollar amount of the change in the Delivered Price in the next week's Ordering Catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior Ordering Weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, manufacturer/grower/private label holder documentation regarding Government Rebates and Discounts, and any other substantiating information requested by the Contracting Officer.

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Week. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the Ordering Catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot

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otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower Delivered Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

(vii) In the event of a price change not posting or an Ordering Catalog Contract Unit Price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract Unit Price, upon discovery of such event the Contractor shall promptly notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the Ordering Catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations. All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Delivered Prices for material. There shall be no upward adjustment for—

(i) Supplies for which the Delivered Price is not affected by such changes;

(ii) Changes in the quantities of materials; and

(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted Unit Price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is

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determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

(d) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The aggregate of contract Delivered Price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed 30 percent (%) for all items except Fresh Fruits and Vegetables (FF&V) and 90 percent (%) for Fresh Fruits and Vegetables (FF&V) of the initial Contract Delivered Price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following week's ordering catalog.

(e) **DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS.** There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) **EXAMINATION OF RECORDS.** The Contracting Officer or designated representative shall have the 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. Such examination may occur up to twice a year (except as provided for below) until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further

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examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the contracting officer's discretion.

(g) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) DISPUTES. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

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Section III

- 1. Amendment 0025 Page 3, #3, 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

- 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 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

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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

STOCK NUMBER PRODUCT
8920-01-E60-7848 Cake Mix, Gingerbread, 6/5 LB BGS/CS

(\$) PRICE FOB ORIGIN*
24.92

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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

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	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
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

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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
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)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)

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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)
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)

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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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	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:	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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</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

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

Amendment 0026

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>
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

<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

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

Amendment 0026

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.
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.