

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
 1 22

2. AMENDMENT/MODIFICATION NO. 0006  
 3. EFFECTIVE DATE ~~9/10/10~~ 9/16/10  
 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SPM300  
 DLA Troop Support  
 Directorate of Subsistence, FTAF  
 700 Robbins Avenue  
 Philadelphia, PA 19111-5092  
 Thomas Garofalo, Contract Specialist (215)737-0852

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-08-R-0011  
 X 9B. DATED (SEE ITEM 11) 03 February 09  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 10B. DATED (SEE ITEM 13)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

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

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

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

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

ADDITIONAL DETAILS OF THIS AMENDMENT ARE PROVIDED ON THE FOLLOWING PAGES AND ATTACHMENT.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Thomas Garofalo  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA  
 BY Thomas Garofalo 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer) 9/16/10

SPM300-08-R-0011 Subsistence Prime Vendor  
Okinawa, Japan

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THIS AMENDMENT CONTAINS REVISIONS (ADDS/CHANGES/DELETES) TO THE  
SOLICITATION

SPM300-08-R-0011 for full line food distribution for Okinawa, Japan and Pursuant to FAR 15.306(d), this is the Government's formal written notification that negotiations are hereby opened for discussions on this solicitation.

1. **Page 64**, Change Category 39 to read "Bulk Size = to or > 64 ounces" in lieu of "Bulk Size = to or < 64 ounces"
2. **Pages 70-76**, XVII. MANDATORY ITEMS delete this section in its entirety and replace it as follows.

MANDATORY FOOD PRODUCTS AND DINING PACKETS May 17, 2010

- 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 Act (JWOD) (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 can not be sold to the DSCP 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 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.

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**I. Mandatory Products and Designated Sources:**

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

Advocacy and Resources Corporation d/b/a AMP  
435 Gould Drive  
Cookeville, TN 38506  
Primary P.O.C. Ami Sewell (931) 432-5981  
aswell@ampcorp.biz  
Secondary P.O.C. Hollie Dodson (931) 432-5981  
Hollie@ampcorp.biz  
Secondary P.O.C. Melissa Wilson (931) 432-5981  
Melissa@ampcorp.biz

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN*</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS		24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG		34.15
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS		24.36
8920-01-E60-7846	Cake Mix, Devil’s Food, 6/5 LB BGS/CS		29.90
8920-01-E60-7847	Cake Mix, Devil’s Food, 50 LB BG	42.13	
8920-01-E60-7747	Cake Mix, Devil’s Food, 6/#10 CN/CS		32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS		25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS		29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG		21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG		36.07
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS		26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS		25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS		30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG		21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG		34.39
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS		26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS		77.11

- Pirce changes effective March 26, 2010

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

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

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS		35.04
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS		49.11
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS		32.50

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8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

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

- 8950-01-E61-3456 SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
- 8950-01-E61-3457 SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)

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

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

CW Resources  
200 Myrtle Street

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

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

**4. Dining Packets:**

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

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.41

**\* “Essentially the Same” Criteria**

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

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

**3. Pages 88-89,** Please delete paragraph, XXVII. Force Protection, in its entirety and replace with the following:

XXVII. Food Defense/ Force Protection

A. The DSCP Susistence Directorate provides worldwide subsistence logistics support during peacetime as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

B. As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is Incumbent upon the awardee to take actions to secure product delivered to all Military customers as well as any applicable commercial

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destinations. We strongly recommend all firms to review their force protection/food defense plans relating to plant security and security of product in light of the heightened threat of terrorism and secure product from intentional adulteration/contamination.

C. The Offeror will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Offeror will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.

D. Accordingly, the awardee shall submit a Food Defense plan (NOTE: to download a copy of the DSCP Food Defense Checklist go to <http://www.dscp.dla.mil/subs/fscheck.pdf> or contact the applicable Contracting Officer or the DSCP Quality Audits & Food Defense Branch) prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. DSCP-FTSB will conduct Food Defense Audits/reviews during PV Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

- a. Employee Identification
- b. Background checks where applicable
- c. Control of access to plant facility, gates and doors at he facility
- d. Internal Security
- e. Training and security awareness
- f. Product Integrity
- g. Transportation Security

4. **Pages 59-61 XII. PRICING** all language is removed in its entirety and replaced with the clause below:

**DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT - ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2009)**

(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) All 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) "Contract Unit Price" means the total fixed price per unit charged to DSCP for a product delivered to DSCP's customers. The Contract Unit Price consists of two components: Product Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent.

(2) "Product Price" is the most recent DSCP Manufacturer's Price Agreement (MPA) price or the most recent manufacture, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacturer. Product Price shall exclude all costs that are to be covered in the Distribution Price, including but not limited to, all transportation, broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement fees, storage, consolidation, distribution work and pallets and ice for Airlifts.

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Exceptions:

a) Airfreight Charges may be included in the Product price for Fresh Fruits and Vegetables (FF&V) when it is necessary to have product flown in for the exclusive use of this contract when the local market's supply cannot support DSCP Customer requirements.

b) A CONUS-based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the contracting officer.

c) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency). For this contract, the Product Price shall be the contractor's last Product Price through close of business 12:00 P.M. local Philadelphia time on the last Monday of each month for submission not later than 12:00 P.M. local Philadelphia time on the last Monday of each month for updating the following month's Ordering Catalog price. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DSCP.

(3) "Product Allowance" is discounts, rebates, and allowances to be passed on to the Government. All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or designated by the manufacturer, grower or private label holder to be passed on to the Government or to similar commercial customers, shall be passed by the Contractor in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(4) "Distribution Price (including normal and premium)" 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 costs of contract performance other than Product Price, including but not limited to, operational costs, overhead and profit, all transportation costs from the Prime Vendor's OCONUS distribution facility to customer locations including routine airlift (where applicable), broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marketing/labeling costs, all Non Point of Manufacturer fees, palletization, procurement, storage, consolidation, distribution work and pallets and ice for Airlifts, and any other elements of Distribution Price not defined in this solicitation. The Distribution price shall remain constant for the entire contract period.

(5) "Ordering Catalog" means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.

(6) "Ordering Month" means from the Sunday (12:01 AM) of the First full week in a calendar month through the last Saturday (11:59 PM) in that calendar month (Eastern Time ET, standard or daylight as applicable).

(c) PRICE ADJUSTMENTS.

(1) General.

(a) 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 Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor's Product Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next month's Ordering Catalog upon the Contractor's request, submitted. In accordance with paragraph B below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month. 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. DSCP will be



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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 Month.

(b) All notices and requests for price changes shall be submitted monthly, no later than 12:00 P.M. local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. 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 Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with D below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

(c) 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 months. 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, Supplier documentation regarding rebates/allowances, and any other substantiating information requested by the Contracting Officer.

(d) 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 local Philadelphia time on the Thursday immediately following the Monday when price changes are due 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 Month. 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.

(e) Should the Contracting Officer determine or question that a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product 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 local Philadelphia time on the Thursday immediately following the Monday when price changes are due. If the Contracting Officer cannot determine or 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 liability to the Government. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor does not take the appropriate corrective action. 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 will be considered a negative instance of performance.

(f) 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, the Prime Vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund proposal 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 Product Prices for material. There shall be no upward adjustment for ---

- (a) Supplies for which the Product Price is not affected by such changes;
- (b) Changes in unit prices other than those in or subsequently added in the Ordering Catalog;
- (c) Changes in the quantities of material; and

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(d) 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.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract unit price increases for each item under this clause during any contract period shall not exceed 70 percent (%) (90% for Fresh Fruits and Vegetables where applicable) of the initial Contract unit price in such performance period, 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)(B) 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 reference 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 pending or 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 month's ordering catalog

(e) There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) EXAMINATION OF RECORD: 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, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times 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.

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

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

5. **Pages 68-69, XV. PROSPECTIVE PRICE REDETERMINATION** is deleted in its entirety. Also, all references in the solicitation to Prospective Price Redetermination are deleted and replace by Economic Price Adjustment.

6. **Page 120, VI. FILL RATE/SUBSTITUTIONS** is replaced in its entirety by the language below:

1. The required contract order fill-rate is 97.5%. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and Experience rating for option determinations and future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.

2. For AF NAF Customers, a separate fill rate of 97.5% or higher will become the contract requirement upon award. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. If 97.5% fill rate is missed for two consecutive purchase orders, the NAFI may elect to place orders elsewhere.

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3. The Government's in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below. The vendor's submitted non-catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

$$(\text{Cases accepted} / \text{cases ordered}) \times 100 = \text{Fill Rate} \%$$

4. The fill rate for catch weight items shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc...:

$$(\text{Pounds accepted} / \text{Pounds ordered}) \times 100 = \text{Fill Rate} \%$$

5. Definitions:

a. Cases accepted: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.

b. Cases ordered: The product quantity requested by a customer.

c. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.

6. Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all order/receipt quantities to cases. In calculating catch-weight item order/receipt cases and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

0 – 0.4999 will round down

0.5 – 0.999 will round up

a. As an example, for the item at C.3 herein, the average weight is 13 LB. In the event a customer wants 50 lbs of flank steak, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

Order = 52 LB / 13 = 4 cases

Receipt = 45 LB / 13 = 3.46 = 3 cases

Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill-rate = 46 / 13 = 3.53 = 4 cases = 4 / 4 = 100%

**b. Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator "AVG".**

Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:

Decrease: minus (-) 49% of the item average weight

Increase: plus (+) the item average weight

For example, for 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, with 13 LB average, order quantities will be in multiples of the 13 LB item average weight. The allowable variations in quantity for any order for this item are:

Decrease = 13 x .49 = 6 LB

Increase = 13 LB

For an order for 104 LB of 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, the contractor may deliver 98-117 LB and receive a 100% fill-rate.

7. **Designation of catch-weight items:** To designate a catch-weight item, the Contractor must input catch weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.

8. No single line item will be credited for more than 100% fill-rate. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.

9. Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is

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ordered, the PV is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and PV delivers the substitute order in full:

Original: Applesauce #10 CN, 6/CS: Order = 48 CN = 8 CS: Receipt = 0

Substitute: Applesauce #303 CN, 24/CS: Order = 144 CN = 6 CS: Receipt = 6 CS

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%. The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted /14 cases ordered).

10. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and received.

11. The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate.

12. The Contractor shall promptly inform the Contract Specialist or Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Government agrees with the justification, the Government will post the exception into its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.

13. The contractor shall submit its fill-rate report (to include overall fill rate based on cases; overall non-catch weight item fill rate based on cases; overall catch weight fill rate based on cases; overall catch weight fill rate based on pounds) to the DSCP Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

**FILL RATE EXCEPTIONS:**

- A: STORES Receipt Data Out of Date\*\*
- B: STORES Catalog Problem, PRF Incorrect
- C: STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
- D: Monthly Item Demand Exceeds Average Demand By >= 300%
- E: Newly Cataloged Item/Insufficient Time for Vendor to Procure\*\*
- F: Low Shelf Life Item Frequent Restocking Required\*\*
- G: Customer Cancelled Item Without Using STORES.
- H: Customer Based Order Qty on Incorrect Unit of Issue
- I: DSCP Demand Forecast Problem
- J: Special Order Item\*\*
- K: Item Being Phased Out
- L: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for Catch Weight Items\*
- Z: Other, Not Listed\*\*\*

\*Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.

\*\*Note: Not Applicable in OCONUS.

\*\*\*Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.

The following is a sample Fill Rate report template:

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Fill Rate Report														
Contract #	DODAAC	PO Number	Overall %	CS Non Catch Weight %	CS Catch Weight %	LB Catch Weight %	Overall Ord Cases	Overall Rcpt Cases	Non Catch Wgt Ord Cases	Non Catch Wgt Rcpt Cases	Catch Ord Cases	Catch Rcpt Cases	Catch Ord Wgt	Catch Rcpt Wgt
Page 1														

The following is a sample Discrepancy Report template:

Fill Rate Exception Report								
Contract #	DODAAC	PO Number	Stock #	Exception Code	Actual Order Cases	Actual Rcpt Cases	Actual Order Wgt (Catch)	Actual Rcpt Wgt (Catch)
Notes:								
1) If you are indicating that the PO line should be completely excluded from the fill rate calculation, enter the number "0" for columns F thru I.								
2) Columns H and I are required for catch weight items only.								
3) Exception codes must be from the current list of DSCP authorized fill rate exception codes.								
4) Use the header provided without altering.								
5) Do not add additional columns.								
6) Do not delete existing columns.								

7. Pages 130-133, II. MANAGEMENT REPORTS is removed in its entirety and replaced with the language below:

**2. MANAGEMENT REPORTS**

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month, i.e., reporting period of January 1<sup>st</sup> through January 31<sup>st</sup>, the reports must be received by February 7<sup>th</sup>. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DSCP:

"I certify that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

- A. Fill Rate Report: (Shall be submitted in non-protected Excel format)

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1. **Monthly Fill Rate Report:** The monthly fill-rate by line item 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, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the solicitation.

2. **Weekly Fill Rate Report:** In addition to the monthly fill rate report, the Prime Vendor will also submit a weekly report reflecting the previous week's business. Previous week is defined as Sunday through Saturday Required Delivery Date (RDD) orders.

3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the purchase order) and purchase order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain the following information:

- a. Overall fill rate based on cases
  - b. Overall non-catch weight fill rate based on cases
  - c. Overall catch weight fill rate based on cases
  - d. Overall catch weight fill rate based on pounds
  - e. Purchase orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by purchase order number
4. Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy.
5. The contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes outlined below:

**FILL RATE EXCEPTIONS:**

- A: STORES Receipt Data Out of Date\*\*
- B: STORES Catalog Problem, PRF Incorrect
- C: STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
- D: Monthly Item Demand Exceeds Average Demand By  $\geq$  300% (Fill In applicable %)
- E: Newly Cataloged Item/Insufficient Time for Vendor to Procure\*\*
- F: Low Shelf Life Item Frequent Restocking Required\*\*
- G: Customer Cancelled Item Without Using STORES.
- H: Customer Based Order Qty on Incorrect Unit of Issue
- I: DSCP Demand Forecast Problem
- J: Special Order Item\*\*
- K: Item Being Phased Out
- L: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for Catch Weight Items\*
- Z: Other, Not Listed\*\*\*

\*Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.

\*\*Note: Not Applicable in OCONUS.

\*\*\*Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.

B. **Monthly Descending Unit Volume & Dollar Value Report:** Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a

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minimum the DSCP stock number, item description, unit of issue, quantity ordered, distribution fee category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.

C. Monthly Product Line Item Rejection Report: Product line items rejected, sorted by item description; each report should contain, at a minimum the purchase order number, line item number, DSCP stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., prime vendor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.

D. Monthly Small Business Subcontracting Report:

1. List products manufactured and/or supplied by small business, small disadvantaged businesses, women-owned small businesses, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zones, and National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH)/AbilityOne. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: The SBA must certify SDB and HUB Zone businesses.

2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

E. Monthly Customer Service Report: The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

F. Monthly Rebate Reports:

1. General Rebates: The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.

2. NAPA Report: This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.

3. Food Show Rebates Report: This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.

G. Monthly Cancellation Report: Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.

H. Monthly/Weekly Product Line Item Not-In-Stock Report: This report will be sorted by the date the order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

I. Monthly Asset Visibility Report: Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The vendor needs to be able to present real time asset visibility of their entire inventory.

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At a minimum the vendor will be required to submit this report once a month, but there may be instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.

J. Monthly Slow Moving Item Report: The report should list underperforming (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must also include all items with 30, 60, and 90 days of remaining shelf life.

K. Weekly Container Report: Every week, the vendor will submit a report of containers leaving CONUS to arrive at the PV's OCONUS facility(ies). A sample will be provided post-award.

L. Monthly Vendor Catalog Report: (To be submitted with each catalog update) – Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure, and the area supported.

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

N. Financial Status Report (upon request): In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.

O. Monthly Category Report: The report will list all items currently cataloged by the PV to show the distribution category product is on.

8. **Page 138**, The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (Jun 2008), Submission Requirements, paragraph b; Submission of Offers, paragraph b (iii) Volume I, Technical Proposal, paragraph (b) is deleted.
9. **Page 138**, The Solicitations Provisions, Addendum to 52.212-1 Instructions to Offerors – Commercial Items (Jun 2008), Submission Requirements, paragraph b; Submission of Offers, paragraph b (iv) Volume II, Business (Cost/Price) Proposal, paragraph (b), delete realistic.
10. **Page 172**, Addendum to FAR 52.212-2, Evaluation Commercial Items (Jan 1999), Evaluation Factors for Award – Business (Cost/Price) Proposal Evaluation, Total Evaluated Price paragraph, subparagraph 3, is deleted.  
***“To be acceptable, the firm’s price proposal must be complete, realistic, and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.”***
11. **Pages 170-172**, Addendum to FAR 52.212-2, Evaluation Commercial Items (Jan 1999), Evaluation Factors for Award – Business (Cost/Price) Proposal Evaluation is changed as follows:

Deleted and replace the Aggregate Distribution Prices and Aggregate Pricing paragraphs with the following:

Factor I – Aggregate Distribution Prices is changed to read: Factor I, Aggregate Distribution Price, is obtained by multiplying each distribution price by its estimated quantity, and totaling the results for all distribution prices, for the base and option year periods.

Factor II – Aggregate Pricing is changed to Weighted Aggregate Product Price and changed to read: Factor II, Weighted Aggregate Product Pricing is obtained by multiplying each product price for the base and option year



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periods by its respective estimated quantity and totaling the results, and then multiplying the resulting number by 0.30, for evaluation purposes only.

Deleted and replace the Price Evaluation Process paragraph with the following:

**Total Evaluated Price**

The Aggregate Distribution Price (Factor 1) is more important than Aggregate Product Prices (Factor II) since distribution prices are fixed throughout the life of the contract. Therefore, it is considered more important than Product Prices that may be adjusted throughout the life of the contract, in accordance with economic price adjustment provisions. Thus, for evaluation purposes only, the aggregate product price is reduced, or weighted, as stated in discussion of Factor II above. The aggregate distribution and weighted aggregate product prices will be added to obtain a total evaluated price. This evaluated price will be used to determine the lowest overall cost to the Government, and will be used for evaluation purposes only, meaning that the evaluated price of an item will not be the same as the price the item would be cataloged at after award. Even though aggregate prices will be used as the evaluation factors for the Business Proposals, individual line items will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are unbalanced. Offers may be rejected if they lack balance. The information requested on the "Schedule of Items," Attachment 1, will be evaluated using price analysis techniques. Quotes and/or invoices will be individually evaluated in accordance with the submission requirements.

If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

To insure an objective price evaluation, the pricing of all offerors are to be based on the exact item in our schedule of items. When offerors qualify the salient characteristics of an item or items in the schedule and or when the government detects (through a relative pricing review and or a review of supporting invoices or quotes) that the pricing proposed is on an item which differs from the schedule of items description then the government reserves the right to employ remedies such as:

- (a) Where an insignificant number of items differ from the schedule of item descriptions, those items will be eliminated from the evaluation of all offerors;
- (b) Single serve items with small quantity differences may be evaluated without adjustment, as any additional quantity provides no additional value; and
- (c) Larger, generally case size items, with quantity differences may be evaluated on a per pound or similar basis.
- (d) After discussions are held, if a significant number of items differ from the schedule of item descriptions then the offeror may be eliminated from the competitive range or may be ineligible for award.

12. **Attachment 3** is revised to include the latest version of the 832 Catalog transaction set, outlined below.

**832 Catalog (Vendor to DPSC) –modification**

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. Please note: Elements coded with an "M" are mandatory and are required on all catalog submissions. Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>ST Transaction Set Header</b>	<b>ST01</b>	"832"		M
	<b>ST02</b>	n/a		M
<b>BCT Beginning Segment for Price/sales Catalog</b>	<b>BCT01</b>	"PC" - price catalog		M
	<b>BCT02</b>	contract-number	13 AN	M

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
<b>DTM Date/Time Reference</b>	<b>DTM01</b>	“152” - effective date of change		M
	<b>DTM02</b>	update-date	date	M
	<b>DTM03</b>	update-time (HHMMSS)	time	M
<b>LIN Item Identification</b>	<b>LIN01</b>	line-number	4 UI	M
	<b>LIN02</b>	“SW” - stock number		M
	<b>LIN03</b>	stock-number	13 AN	M
	<b>LIN04</b>	“VP” - vendor part		M
	<b>LIN05</b>	part-number	25 AN	M
	<b>LIN06</b>	“ZZ” - mutually defined to indicate the type of change		M
	<b>LIN07</b>	update-indicator "C" = Change "D" = Delete	1 AN	M
	<b>LIN08</b>	“ZZ” - mutually defined to indicate economic indicator		M
	<b>LIN09</b>	economic indicator 0 = Large Bus. 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business) 7 = Native Indian small business 8 = Native Hawaiian small business	2 AN	M
<b>REF Reference Identification</b>	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	O
	<b>REF02</b>	"SO"	2 AN	O
	<b>REF03</b>	Special Ordering Instructions	80 AN	O
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	M
	<b>REF02</b>	"FS"	2 AN	M
	<b>REF03</b>	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	M
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	O
	<b>REF02</b>	"SK"	2 AN	O
	<b>REF03</b>	Vendor SKU	20 AN	O

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>	
	<b>REF01</b>	"ZZ" – Mutually defined	2 ID	M	
	<b>REF02</b>	"DU"	2 AN	M	
	<b>REF03</b>	DSCP Unique "Y"=Yes, "N"=No	1 AN	M	
<b>PID Product/Item Description</b>	<b>PID01</b>	"F" - free form		M	
	<b>PID02</b>	"GEN" - general		M	
	<b>PID03</b>	n/a			
	<b>PID04</b>	n/a			
	<b>PID05</b>	DSCP item-description	80 AN	M	
	<b>PID06</b>	n/a			
	<b>PID07</b>	n/a			
	<b>PID08</b>	DSCP Standard Acceptance "Y" = Yes, "N" = No	1 ID	M	
<b>MEA Measurements</b>	<b>MEA01</b>	"WA" = Waste		C*	
	<b>MEA02</b>	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*	
	<b>MEA03</b>	Tare Weight Value	9,2 decimal	C*	
	<b>MEA04</b>	Tare Weight Unit of Measure	2 ID	C*	
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	
	<b>MEA02</b>	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*	
	<b>MEA03</b>	Aluminum Weight Value	9,2 mal	C*	JN9001
	<b>MEA04</b>	Aluminum Weight Unit Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"ZSN" = Tin (Total weight of tin) packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Tin Weight Value	9,2 mal	C*	JN9001
	<b>MEA04</b>	Tin Weight Unit of Measure	2 ID	C*	JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001
	<b>MEA02</b>	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*	JN9001
	<b>MEA03</b>	Paper Weight Value	9,2 decimal	C*	JN9001
	<b>MEA04</b>	Paper Weight Unit of Measure	2 ID	C*	JN9001
<b>MEA01</b>	"WA" = Waste	2 ID	C*	JN9001	

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>MEA02</b>	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C* JN9001
	<b>MEA03</b>	Plastic Weight Value	9,2 decimal	C* JN9001
	<b>MEA04</b>	Plastic Weight Unit of Measure	2 ID	C* JN9001
	<b>MEA01</b>	"WA" = Waste	2 ID	C* JN9001
	<b>MEA02</b>	"ZZZ" = Glass (Total weight of glass packaging for item)	3 ID	C* JN9001
	<b>MEA03</b>	Glass Weight Value	9,2 decimal	C* JN9001
	<b>MEA04</b>	Glass Weight Unit of Measure	2 ID	C* JN9001
<i>P04 Item Physical Detail</i>	<b>PO401</b>	units-per-purchase-pack	4 UI	M Original
	<b>PO402</b>	package-size	8 explicit decimal 2 "12345.78"	M Original
	<b>PO403</b>	package-unit-of-measure	2 AN	M Original
	<b>PO404</b>	packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M Original
	<b>PO406</b>	Gross Weight	9,2 decimal	M JN7002
	<b>PO407</b>	Gross Weight Unit	2 ID	M JN7002
	<b>PO408</b>	Gross Volume	9,2 decimal	M JN7002
	<b>PO409</b>	Gross Volume Unit	2 ID	M JN7002
<i>ITD Terms of Sale</i>	<b>ITD01</b>	"16" - Prompt Payment Act		M Original
	<b>ITD02</b>	n/a		
	<b>ITD03</b>	n/a		
	<b>ITD04</b>	n/a		
	<b>ITD05</b>	n/a		
	<b>ITD06</b>	n/a		
	<b>ITD07</b>	n/a		
	<b>ITD08</b>	n/a		
	<b>ITD09</b>	n/a		
	<b>ITD10</b>	n/a		
	<b>ITD11</b>	n/a		
	<b>ITD12</b>	Brand Name	40 AN	M Original
<i>LDT Lead Time</i>	<b>LDT01</b>	Lead time code - "AU" = Shelf life (Mutually defined)	2 ID	O JN7002
	<b>LDT02</b>	Shelf life (# of months or days)	3 Integer	O JN7002
	<b>LDT03</b>	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O JN7002
<b>SAC Service,</b>	<b>SAC01</b>	"A" = Allowance	1 ID	C** JN7002
<b>Promotion, Allowance, or Charge Information</b>	<b>SAC02</b>	"C260" - Discount - Incentive (NAPA)	4 ID	C** JN7002

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<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>	<i>M/C/O</i>
	<b>SAC05</b>	NAPA Allowance (\$)	10,2 decimal	C** JN7002
	<b>SAC01</b>	"A" = Allowance	1 ID	C** JN7002
	<b>SAC02</b>	"C300" – Discount – Special (Food Show)	4 ID	C** JN7002
	<b>SAC05</b>	Food Show Allowance (\$)	10,2 decimal	C** JN7002
	<b>SAC01</b>	"A" = Allowance	1 ID	C** JN7002
	<b>SAC02</b>	"C310" – Discount – (Promotional)	4 ID	C** JN7002
	<b>SAC05</b>	Promotional Allowance (\$)	10,2 decimal	C** JN7002
	<b>SAC01</b>	"C" = Charge	1 ID	M JN7002
	<b>SAC02</b>	"C330" – Distribution fee	4 ID	M JN7002
	<b>SAC03</b>	"ZZ" = Mutually defined	2 ID	M JN7002
	<b>SAC04</b>	Distribution fee category code	4 AN	M JN7002
	<b>SAC05</b>	Distribution fee for Unit of Measure	10,2 decimal	M JN7002
<b>CTP Pricing Information</b>	<b>CTP01</b>	n/a		
	<b>CTP02</b>	“STA” - standard price		M Original
	<b>CTP03</b>	vendor-price (per unit of measure)	10 explicit decimal 2	M Original
	<b>CTP04</b>	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank	C* ** JN7002
	<b>CTP05</b>	unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN	M Original
	<b>CTP06</b>	“SEL” Price Multiplier Qualifier	3	M Original
	<b>CTP07</b>	ratio-numerator	4 UI	M Original
	<b>CTP08</b>	ratio-denominator	4 UI	M Original
<b>CTP Pricing Information</b>	<b>CTP01</b>	n/a		
	<b>CTP02</b>	"PRO" = Producer's Price		M JN9001
	<b>CTP03</b>	CONUS = Product price; OCONUS = Delivered Price (per unit of measure)	10 explicit decimal 2	M JN9001
<b>CTT Transaction Totals</b>	<b>CTT01</b>	total number of line items	4 UI	M Original
<b>SE Transaction Set Trailer</b>	<b>SE01</b>	number of included segments		M Original
	<b>SE02</b>	transaction set control number		M Original

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

C\*\* = Conditional: Item is required if allowance applies for this item.

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

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