

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

7. REQUISITION NUMBER:   
 PAGE 1 OF **13**

2. CONTRACT NO. **SPM300-08-D-3242** 3. AWARD/EFFECTIVE DATE **1/17/08** 4. ORDER NUMBER   
 5. SOLICITATION NUMBER **SPM300-06-R-0019** 6. SOLICITATION ISSUE DATE **12/20/06**

7. FOR SOLICITATION INFORMATION CALL: **PATRICIA SADGWAR** 8. TELEPHONE NUMBER (No collect call) **215-737-4684** 9. OFFER DUE DATE/ LOCAL TIME **2/02/07 1:00 PM**

10. ISSUED BY: Defense Supply Center Philadelphia, Directorate of Subsistence, Bldg. 6, Philadelphia, PA 19111-5092. CODE: **SP0300** 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE:  SMALL BUSINESS  EMERGING SMALL BUSINESS  HUBZONE SMALL BUSINESS  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  31A) NAICS: 424410 SIZE STANDARD: **500**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS:  13a. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700):  13b. RATING:  14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: **SEE SCHEDULE** CODE: 16. ADMINISTERED BY: CODE:

17a. CONTRACTOR/OFFEROR: **THE MERCHANTS COMPANY HATTISBURGH ME** CODE: **7T383** FACILITY CODE: 17b. TELEPHONE NO. **601-553-4351** 18a. PAYMENT WILL BE MADE BY: **DFAS COLUMBUS CENTER DFAS-BVDP (SL4701) PO BOX 369031 COLUMBUS, OH 43236-9031** CODE: **S33150**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR SUPPORT FOR THE MISSISSIPPI/ LOUISIANA AREA  <b>BASE TERM PERIOD: 18 JAN '08 — 16 JAN '10</b>				

25. ACCOUNTING AND APPROPRIATION DATA: **97X49305X 10% Minimum: \$2,704,000.00** 26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$27,040,000.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-5 AND 52.212-5 ARE ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED  27b. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA:  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **1** COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED: YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: **John B. Win President** 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): **Mattie Walker**

30b. NAME AND TITLE OF SIGNER (Type or print): **ANDREW B. WELCH JR. PRESIDENT** 30c. DATE SIGNED: **2/13/07** 31b. NAME OF CONTRACTING OFFICER (Type or print): **MATTIE WALKER** 31c. DATE SIGNED: **1/17/08**

**THE MERCHANTS COMPANY****SECTION A - SOLICITATION/CONTRACT FORM**

The following amendments issued under solicitation number SPM300-06-R-0019, are hereby incorporated as part of this contract.

- Amendment 0001 dated January 24, 2007
- Amendment 0002 dated February 13, 2007
- Amendment 0003 dated October 03, 2007
- Amendment 0004 dated October 12, 2007
- Amendment 0005 dated October 16, 2007
- Amendment 0006 dated November 02, 2007

The following documents from the vendor's offer are incorporated into this contract:

- The technical and business proposals dated February 13, 2007. All elements of the Technical and Business proposals which exceeded the Government's requirements are hereby incorporated into this contract.
- Small Business Subcontracting Plan Revision dated December 13, 2007.
- Proposal Revisions dated February 13, 2007 – October 18, 2007.
- Final Proposal Revisions dated November 8, 2007.

**SECTION B - SUPPLIES/SERVICE AND PRICE**

**ITEMS:** This contract is for the procurement of Total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, Fresh Milk, Fresh Bread, "branded" Bag in Box Soda, non-food items, and disposables. However, the Government reserves the right to add these classes of food and non-food items after award. If these classes of food and non-food items are added, appropriate distribution fees will be negotiated.

**DELIVERY:** Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

**FOB TERMS:** FOB **Destination** for all items.

**PROPOSED FILL RATE:** 98.5% without substitutions and 99.0% with authorized substitutions.

**SUBCONTRACTING GOAL:** Small Business goal is 22%.

**CONTRACT TERM:** The contract period will be for six (6) years, consisting of a two (2) year base period and three option periods. The first option period is eighteen (18) months, the second option period is twelve (12) months, and the third option period is eighteen (18) months.

**THE MERCHANTS COMPANY**

**CONTRACT TYPE:** Firm Fixed Price – Indefinite Delivery Contract.

This contract contains a guaranteed minimum of 10% of the estimated award dollar value or \$2,704,000.00. The estimated dollar value of the two (2) year base term is \$27,040,000.00. The maximum ceiling will be 150% of the estimated dollar value. In the event of emergency and/or mobilization, the Government reserves the right to unilaterally execute a higher ceiling of 175%.

Army customers will be ordering under the separate contract number of **SPM300-08-D-3244**.

**PRICING:** Firm Fixed Price

All pricing will be firm at time of order, irrespective of the delivery date. All provisions which reference anything other than pricing at time of order is hereby deleted, i.e., delivery dates requested more than six days after the order date.

The unit price is determined by the “Delivered Price” plus the “Distribution Price”. The Delivered price may be updated weekly and will be effective from time of order. All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Wednesday, 1:30 PM Philadelphia time. The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the two-year base term of the contract. This contract contains a guaranteed minimum of ten percent (10%) of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of this contract (Base Term) is \$27,040,000.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices can be increased by no more than 3% per option period.

**SECTION C - DESCRIPTION / SPECIFICATIONS**

Non-availability of any item and recommendation for substitution will be communicated to the customer the same day the order is placed.

The Prime Vendor will process all add-ons and accept any cancellations up to 12:00 PM on the day prior to delivery.

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Ordering for supplies under this contract shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

**SECTION D - PACKAGING AND MARKING**

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

FOR SHIPS ONLY: Case markings (labels) must include the DoD Stock number and FIC Code, Item Nomenclature, Unit Pack, Unit of Issue, Case Weight, Case Cube, "Best When Used by Date", or similar marking indicating the end of the guaranteed freshness date and Lot Number. Item nomenclature shall be sufficient to identify the item, the DoD Unit of issue may be found in the schedule of items. **It is mandatory that a label containing this information be adhered to every case delivered.**

**SECTION E - INSPECTION AND ACCEPTANCE**

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

**SECTION F - PLACE OF PERFORMANCE**

The following is designated as the plant location for the performance of this contract for all contract line items:

**PLANT LOCATION**

The Merchants Company  
870 Boiling Street  
Jackson, MS 39209

There is a minimum of ten (10) case movement per month required to satisfy product requirements.

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**SECTION G – DELIVERY SCHEDULES**

Customers authorized to order under this contract are as follows:

- Fort Polk, LA: 4 delivery points, Monday-Wednesday-Friday.  
Delivery hours between 6:00 a.m. - 10:00 a.m. and 8:00 a.m. - 11:00 a.m. for TISA
- Barksdale AFB, LA: 4 delivery points, Monday-Wednesday-Friday.  
Delivery hours before 11:00 a.m.
- NAS Meridian, MS: 1 delivery point, Monday-Wednesday-Friday.  
Delivery hours between 7:00 a.m. - 10:00 a.m.
- Columbus AFB, MS: 2 delivery points, Monday-Wednesday-Friday.  
Delivery hours between 7:00 a.m. - 11:00 a.m.
- Keesler AFB, MS (Biloxi, MS): 7 delivery points, Monday-Wednesday-Friday.  
Delivery beginning at 6:00 a.m.
- Naval Air Station, New Orleans, LA: 2 delivery points, Tuesday-Thursday.  
Delivery hours between 7:30 a.m. - 2:00 p.m.
- CBC Gulfport, MS: 1 delivery point, Tuesday-Thursday.  
Delivery hours between 7:00 a.m. - 2:00 p.m.
- Naval Station Pascagoula, MS: 1 delivery point, Monday-Wednesday-Thursday.  
Delivery hours between 6:30 a.m. - 2:00 p.m.
- US Coast Guard, Gulfport, MS: 1 delivery point, Tuesday-Thursday.  
Delivery hours between 7:30 a.m. - 2:00 p.m.
- US Coast Guard Station, Metairie, LA: 1 delivery point, Tuesday-Thursday.  
Delivery hours between 7:00 a.m. - 10:00 a.m.
- US Coast Guard Support Center, New Orleans, LA: 1 delivery point,  
Tuesday-Thursday. Delivery hours between 7:00 a.m. - 2:00 p.m.
- Mississippi Air National Guard, Gulfport, MS: 1 delivery point, Tuesday-Thursday.  
Delivery hours between 7:00 a.m. - 2:00 p.m.
- Mississippi Air National Guard, Jackson, MS: 1 delivery point, Tuesday-Thursday.  
Delivery hours between 7:00 a.m. - 2:00 p.m.

**THE MERCHANTS COMPANY****SECTION H - CONTRACT ADMINISTRATION DATA**

Administration of the contract will be performed by the Defense Supply Center Philadelphia.

The following individual will administer The Merchants Company's Small Business Subcontracting Plan:

Name: Charles Sharp  
Address: DCMA Chicago  
1523 W. Central Road  
Arlington Heights, IL 60005  
Phone: (224) 625-8208  
Fax: (224) 625-9433

**SECTION I - INVOICING**

Although invoices must be submitted electronically, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS – Columbus Center  
Attn: DFAS-BVDP (SL4701-BSM)  
PO Box 369031  
Columbus, OH 43236-9031

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract Number, Call or Delivery Order Number, and Purchase Order Number;
2. DoDAAC;
3. Contract line listed in numeric sequence (also referred to as CLIN order);
4. Item nomenclature
5. LSN or NSN;
6. Quantity purchased per item in DSCP's unit of issue;
7. Clearly identified changes and annotations on all copies;
8. Clean invoices must be submitted; and
9. Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

Vendors are required to use the Reconciliation Tool to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Prime Vendor to adjust as necessary and communicate with the customer or DSCP as needed, in order to resolve any/all discrepancies.

**THE MERCHANTS COMPANY****SECTION J - MANDATORY FOOD PRODUCTS AND DINING PACKETS**

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 H. 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.

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

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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, Dehydrated Cottage Cheese, Whole Egg Crystals, and Milk Nonfat Dry.*

ARC – Diversified  
435 Gould Drive  
Cookeville, TN 38506  
P.O.C. Melissa Wilson (931) 432-5981

<u>STOCK NUMBER</u>	<u>PRODUCT</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS
8920-1-E60-7858	Pancake Mix, Buttermilk, 25 LB BG
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS
8910-01-E60-8830	Cottage Cheese, Dehydrated, 6/#10 CN/CS
8910-01-E60-6007	Whole Egg Crystals, 14/1.75LB BG/CS
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS

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. Jack Pipes or Mr. Nick Galante (800) 864 7835

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STOCK NUMBER\*\* PRODUCT

8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS
8950-01-E60-9462	Spice Blend, Chili , Powder, light, 17oz CO, 6/CS
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS

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8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS

**\*\* The following stock numbers have been administratively assigned by DSCP to allow for the sale of individual containers:**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co ( ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINN. 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)

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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. *Dining Packets:*

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

STOCK NUMBER    PRODUCT

7360-01-509-3586    Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg

\* **“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?

## THE MERCHANTS COMPANY

## ATTACHMENT # 1 – DISTRIBUTION PRICE CATEGORIES

CATEGORIES OF ITEMS	U/I
1. Beef - Raw, Steaks, (Solid Muscle) and Primal Steak Cuts (Tenders, Strip Loins, Ribeye, Short Loin)	lb
2. Beef - Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat	lb
3. Beef - Patties, Ground, Bulk	lb
4. Beef- Precooked Products	lb
5. Poultry - Raw, Minimally Processed Bone-In (Cut Quarters, 8-piece cut, Halves, Whole)	lb
6. Poultry - Raw, Boneless and Raw, Breaded or Unbreaded Processed	lb
7. Poultry - Precooked Products	lb
8. Pork - Raw, Whole Loins, Chops, Steaks	lb
9. Pork - Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded Fabricated Items (i.e. Breaded Pork Steak, Pork Stew Meat), Raw Bacon	lb
10. Pork - Precooked Products	lb
11. Lamb, Veal, Game	lb
12. Lamb, Veal, Game - Breaded Products	lb
13. Shellfish - Whole Lobster, Lobster Tails, Crab Legs	lb
14. Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crabcakes, Unbreaded	lb
15. Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crabcakes, Breaded	lb
16. Fish - Whole, Portioned Fillets, Unbreaded	lb
17. Fish - Formed, Fillets, Portioned, Solid Muscle, Breaded	lb
18. Bacon - Precooked	lb
19. Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs, Corn Dogs, Pizza Toppings	lb
20. Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons	CS
21. Fresh Bread and Fresh Bakery Products	CS
22. Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	CS
23. Fats and Food Oils, Butter, Margarine	CS
24. Sandwich/Meal Kits	CS
25. Fruits, Juices, Nectar, Vegetables - Chilled	CS
26. Fruits, Juices, Nectar, Vegetables - Frozen	CS

## THE MERCHANTS COMPANY

27. Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products - Can, Jar or Bottle	CS
28. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products	CS
29. Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products - in individual portion controlled size packs	CS
30. Desserts - Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers	CS
31. Dairy Foods - Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk- Fresh, Chilled or Frozen	CS
32. Fresh Processed, Prepared, Chilled Salads	CS
33. Soups, Frozen	CS
34. Confectionary, Candy, Nuts, Sugars	CS
35. Cocoa, Hot Chocolate, Coffee, Tea	CS
36. Appetizers, Pizza, Pizza Crust, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish - Frozen	CS
37. Frozen Entrees	CS
38. Entrees, Meats, Fish - Canned	CS
39. Frozen Beverages, BIB - Requiring Dispensers	CS
40. Beverages (Non-dispenser Type) - To include Canned Soda, Sports Drinks, Water	CS
41. Mixes- Ice Cream/Soft Serve, Yogurt, Milk Shake	CS
42. Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons	CS
43. Other Grocery Items not Mentioned	CS
44. Other Perishable (Frozen/Chill) Items Not Mentioned	CS
45. Related Non-Food Products (FSOS)	CS
46. Mandatory Items (NIB/NISH)	CS
47. Fresh Fruits And Vegetables	CS