

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 5 PAGES	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Block 14		5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPE300		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO. SPE30013R1019	
				<input checked="" type="checkbox"/>		9B. DATED (SEE ITEM 11) 2013 NOV 19	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/>							
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
See Attached Continuation Sheet(s).							
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)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

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This amendment contains two sections. Section I contains actual revisions (adds/changes/deletions) to the solicitation requirements. Section II provides answers to questions which were submitted by interested parties.

On the top of page 3, the following lines are to be considered deleted from this Amendment:
"Part 12 Clauses"

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<p>Part 12 Clauses</p> <p>Amendment 0004 This amendment contains two sections. Section I contains actual revisions (adds/changes/deletions) to the solicitation requirements. Section II provides answers to questions which were submitted by interested parties. The answers in Section II are provided for clarification purposes only and do not change the requirements of the solicitation. The questions and answers in Section II are being published so that all offerors will be provided the same information.</p> <hr/> <p>SECTION I The solicitation is herein amended as follows:</p> <p>1. On page 19 of the solicitation, paragraph 1 delete and replace the third sentence as follows:</p> <p style="padding-left: 40px;">The contractor must be capable of supplying all chilled products, semi perishable food stuffs, frozen fish, meat and poultry, other frozen foods (fruits, vegetables, prepared foods, etc.), dairy and ice cream products, fresh and frozen bakery products, beverages & juices, fresh fruits and vegetables, non-food items and Government Furnished Material (GFM) such as Unitized Group Rations (UGR's,) Meal, Ready to Eat (MRE's), Health and Comfort packs (HCP's) and other operational rations items (either currently in existence or to be introduced during the term of this award).</p> <p>2. On page 31 of the solicitation, paragraph K. Item Availability, after paragraph 1 add the following:</p> <p style="padding-left: 40px;">JUICE AND DRINK DISPENSERS</p> <p>When requested, the contractor is required to furnish beverage dispensing machines and beverage products, as specified herein. The cost and upkeep of the machines consisting of, but not limited to, labor, transportation, and supplies required to repair and maintain the equipment, shall be the sole responsibility of the contractor.</p> <p>The contractor shall furnish mechanically refrigerated dispensing machines and heads suitable for use with the contractor's bag-in-the-box juices and drinks. A sufficient number of machines and dispensing heads shall be installed in the customer's facility to accommodate the specific needs of each ordering activity.</p> <p>The contractor will provide a technically qualified service representative to perform monthly maintenance and quality control inspections on each dispensing system. If more frequent maintenance is deemed necessary, the Prime Vendor must provide this additional service at no additional cost.</p> <p>Any equipment or material furnished by the Prime Vendor shall remain the property of the vendor and must be returned to the vendor at the conclusion of the contract in the same condition in which it was received.</p> <p style="padding-left: 40px;">HOT SOUP, ICE CREAM AND CEREAL DISPENSERS</p> <p>When requested, but not limited to, the Prime Vendor shall furnish hot soup, ice cream and cereal dispensers suitable for types of items needed as requested by the customer. Maintenance or replacement shall be in accordance with normal commercial practice. The Prime Vendor will be responsible for the cost of the dispensers.</p> <p>3. On page 37 of the solicitation, paragraph VIII-B, Government Owned/Contractor Operated (GOCO) Warehouse space, after paragraph 7, and Amendment 0003 page 5 after paragraph 8 (d), add the following:</p> <p style="padding-left: 40px;">For purposes of administering the requirements and provisions related to the Operational Rations, Noreen Killian, FTRB, 215-737-7718, noreen.killian@dla.mil until otherwise notified, is hereby designated Contracting Officer's Representative (COR) with authority conferred to the Contracting Officer. The authority set forth is applicable only to the GFM (UGR-A) distribution portion of the contract. The UGR-A COR is not authorized to make any changes or modifications to any other terms and conditions of the contract. And is not authorized to act as the COR for any other semi perishable and perishable food products distribution portion of the contract.</p> <p style="padding-left: 40px;">The following UGR-A reports are in addition to those specified on page 60 of the original solicitation under section H. Management Reports:</p> <p style="padding-left: 40px;">The following Reports for the UGR-A shall be emailed to noreen.killian@dla.mil. The Reports shall include the data for the entire month (first day to last), and shall be emailed no later than the seventh (7th) workday of each following month.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

- a. MONTHLY INVENTORY RECONCILIATION
- b. MONTHLY PROJECTED DEMAND REPORT

SECTION II

Questions and answers are identified as follows. All DLA Troop Support responses are identified in **bold**.

1. Do we have to deliver products to CONUS distribution facility from manufacturer facility?

DLA Troop Support Response: No. Products purchased in CONUS may be shipped via the Defense Transportation System (DTS) from a CONUS distribution facility or direct from the manufacturer. To the extent the Prime Vendor is transporting product to the CONUS distribution facility from the manufacture facility, the costs associated with such movement shall be included in the distribution price in accordance with DLAD 52.216-9065 Economic Price Adjustment- Actual Material Costs for DLA Troop Support- Subsistence Product Price Business Model (JAN 2013).

2. Is there any case for us to ship from a CONUS port to an OCONUS port?

DLA Troop Support Response: DTS is in place for the Korea area of operations. The United States Defense Transportation System (DTS) ocean transportation costs for shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "point to point" delivery via DTS. The Defense Transportation System is responsible for point-to-point delivery.

3. Does a national price of the attachment 1 mean a US price?

DLA Troop Support Response: A national product price includes a CONUS manufacturer's transportation costs to deliver product to any CONUS distribution point. National product prices are quoted by exception only and only applicable to manufacturers that do not offer product prices exclusive of transportation costs (FOB origin) to any of its customers.

4. Does a distribution price (attachment 1) include a cost from CONUS distribution facilities to OCONUS facilities or just OCONUS facilities to the customers' delivery points?

DLA Troop Support Response: All transportation costs are included in the distribution price (except DTS Ocean Shipping Costs) unless a product price exception is applicable and a sub-category distribution price is utilized, see DLAD 52.216-9065 Economic Price Adjustment- Actual Material Costs for DLA Troop Support- Subsistence Product Price Business Model (JAN 2013).

5. Do you have a web site for us to be able to search those stock numbers and get information including photos of items, manufactures etc? Are the stock numbers used for specific food manufacturer Are the stock numbers unified ones all across America?

DLA Troop Support Response: The contractor is responsible for sourcing items in accordance with the product description found in the Schedule of Items. Section V of the statement of work contains further product sourcing and pricing information.

6. On page 39 of the solicitation, the following is stated that Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Subsistence Prime Vendor Program, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements," or one which has been inspected

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under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see “Sanitary Conditions” requirement per DLAD 52.246-9044.

Are also the applicable food products inclusive of meat items, fruits and vegetables etc?

DLA Troop Support Response: All products must comply with guidance provided in DLAD Clause 52.246-9044 including meat items and fresh fruits and vegetables.

7. On 94 page of the solicitation, it is stated that See Statement Of Work (SOW), paragraph VIII (A-L) for Quality Control and Quality Assurance Procedures. However, the paragraph is not VIII but XI, isn't it?

DLA Troop Support Response: Yes, the Factor III SOW references have been revised, see Section I, paragraph 14 of Amendment 0003.