

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS** The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<hr/> <i>(Signature of person authorized to sign)</i>		<hr/> <i>(Signature of Contracting Officer)</i>	

Solicitation SPE300-16-R-0023  
Amendment 0005

**This amendment contains two sections; Section I contains responses to the pre-proposal questions. Section II contains revisions (adds/changes/deletions) to the solicitation Statement of Work (SOW) requirements and Attachment 1, Schedule of Supplies spreadsheet.**

**Section 1:**

The following questions represent the final set of questions that were received prior to and during the pre-proposal conference. Questions and answers are published via amendment so that all potential offerors have the same information with regards to this solicitation. Please note that questions may have been consolidated for convenience and/or revised to remove sensitive, misleading or extraneous information.

1. Is each lot an all or nothing bid? If a vendor bids on a few items in 1 particular lot will their bid still be considered or do all items in that lot have to be bid on?

A) Please see page 9 of the solicitation “STATEMENT OF WORK”; I – INTRODUCTION; para iii:

The Government intends to make one award per lot to the technically acceptable proposal offering the lowest total evaluated aggregate price for each lot.

In order for an offeror to be considered for award, it needs to quote on every item within the lot.

Award will be made on a per lot basis; however, this does not preclude the government from awarding more than one lot to the same offeror.

2. Is the label only required on the outside container (box) or do individual packages inside the container need to be labeled as well?

A) In accordance with A GUIDE TO FEDERAL FOOD LABELING REQUIREMENTS FOR MEAT, POULTRY, AND EGG PRODUCTS, [http://www.fsis.usda.gov/wps/wcm/connect/f4af7c74-2b9f-4484-bb16-fd8f9820012d/Labeling\\_Requirements\\_Guide.pdf?MOD=AJPERES](http://www.fsis.usda.gov/wps/wcm/connect/f4af7c74-2b9f-4484-bb16-fd8f9820012d/Labeling_Requirements_Guide.pdf?MOD=AJPERES), the following applies:

The manner in which a meat or poultry product is packaged when shipped from an inspected establishment determines what information should appear on the label of the packaged product. The rules vary depending upon whether the product is a processed or prepared meat or poultry product, or an unprocessed meat cut, or a poultry product, and upon the type of package or container in which the product is packed and shipped.

Immediate containers (e.g., bags, cardboard cartons, tray packs, and film bags enclosing processed or prepared meat products) can be considered “protective coverings” and exempt from marking and labeling requirements if placed within a shipping container that meets all mandatory labeling requirements (product name,

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handling statement, legend, establishment number, net weight, ingredients statement, signature line, nutrition facts, and safe handling instructions when required). This exemption does not include the mandatory identification and marking required for the inner container of the meat food product. The shipping container that contains exempt immediate containers must be marked "Packed for Institutional Use Only" or with an equivalent statement of intended limited distribution from one federal establishment to another. The unlabeled product within the shipping container may not be removed for further distribution nor displayed or offered for sale at retail.

For unprocessed meat cuts, transparent film bags enclosing individual meat cuts in an unprocessed state can be considered "protective coverings" and exempt from the mandatory labeling requirements when required information appears on the shipping container in which the immediate containers are placed. Unlike processed meats, unprocessed meats when shipped may be removed from the shipping container for resale and further distribution to retailers, hotels, restaurants, and similar institutions if the product itself or the film bag bears a legible official mark of inspection and the establishment number.

3. Is the pricing F.O.B the manufactures dock? If so who pays the freight and what are the delivery destinations?

A) Please see page 10 of the solicitation" STATEMENT OF WORK"; I – INTRODUCTION; para vi.: Prices shall be FOB Origin.

4. In reading Attachment 1 Lot 2 Portion Cuts I see most of the items are labeled "Individually Quick Frozen". Does this mean each portion must go through some sort of spiral or freeze tunnel, or can they still be cut in a tempered state and boxed and then brought down from the tempered state to 0 degrees F. In a blast freezer overnight. We have cut these tempered after being pressed in a Bettcher press for the Military for 35 years and never had to IQF each portion after cutting since the meat is already crystallized.

A)Please see solicitation, page 24; para 6; Meat Handling:

Frozen products must be processed and packed to allow removal of the individual units from the container without damage to the other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units.

NOTE: a product designated by DLA Troop Support as "Frozen" shall never be frozen using a slow- frozen process.

For item descriptions that state "individually quick frozen", the following applies: Product will be brought to an internal temperature not to exceed zero (0) degrees Fahrenheit (-17.7 degrees Centigrade) within 24 hours from the time of final fabrication of the item (see USDA Institutional Meat Purchase Specifications (IMPS)).

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### Freezing Option 2.

In addition, and in accordance with the Services' requirements, Individual Quick Frozen (IQF), was specified on certain items to:

- 1) Ensure the ability to remove one unit of product from a case without having to thaw the entire case.
- 2) Ensure product quality. Basically, the longer it takes to freeze a food product, the larger the ice crystals that are formed within cell walls. When these meat products with large crystals are thawed, it leaves large holes in the cell walls where the ice crystals had formed, leaving the end item in a more "spongy" form. IQF is a much quicker process, created much smaller crystals, therefore the end item is considered superior to a blast frozen product. The use of IQF processing ensures that adjacent units within a case do not cohere to each other.

5. Do product samples have to be submitted prior to bid submission? at the time of submission? Or after an award notification?

A) Thirteen (13) items from the Schedule of Items have been selected for testing prior to proposal submission. See amendment 0002 issued on 09/22/2016 and amendment 0003 issued on 09/30/16 posted on FBO.gov for details. Samples are due NLT 4:00 P.M. on the date indicated.

6. Page 9 point 1 i) "The OCONUS Subsistence Prime Vendors will be authorized to order beef products in the Schedule of Items directly from the awardee(s) of the contract(s) resulting from this solicitation at prices established in the contract(s)." Emphasis on "...authorized...". Will the Prime Vendors be able to purchase listed products from another supplier? Or will the Prime Vendors be forced to purchase from contract awardee(s) only? Please clarify.

A) The intent of these contracts is to establish a contractual mechanism to obtain competitive pricing for high-dollar, high-volume items while ensuring quality products are provided to our customers. Items will be assigned National Contracts Specific Local Stock Numbers (LSNs) unique to the Awardee. The National Contract holder will be the preferred source of supply for the items listed on the contract.

7. Page 10 "The first adjustment will occur either 60 days or the First Sunday of the Month (FSOM) whichever date is later."

There seems to be a typo. Please clarify the meaning of the statement.

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- A) Please see DLAD clause 52.216-9084, Economic Price Adjustment-National Contracts-Subsistence (October 2014) and addendum included in this Solicitation (see page 50). In the event the FSOM occurs prior to the end of the 60-day implementation period, the first adjustment would occur on the following FSOM.
8. Page 10 “The quantities that appear in this solicitation are annual estimated quantities based on the historical demand.” From when does the historical demand come from? Is it based on demand during periods of heightened troop presence in Afghanistan / Iraq? If it was, current demand could be significantly lower. Solicitation SPM300-15-0042 (SPV for Iraq, Kuwait, Jordan) was recently amended and the contract value was significantly changed. Please specify.
- A) Estimated quantities based on recorded STORES usage data from calendar year 2015. The data set forth is GOOD FAITH based on data available to the Contracting Officer. There is NO guarantee that this volume or value will actually be ordered. Possible changes in troop levels in different areas of the world may affect the actual quantities that may be ordered under any contract resulting from this solicitation. Please consider this information when preparing your proposal.
9. Page 17 point B “The SPV OCONUS contractor will be financially responsible for providing appropriate Temperature Monitoring Device(s) (TMDs) ....”. Please confirm your statement, because; The Universal Service Contract – 8 (USC-8) awarded by TRANSCOM in early January 2016, does not state the same. The contractor (i.e. the ocean carrier) shall provide continuous measurement of internal temperature using a Ryan type recorder or equivalent capable of continuous recording from availability date for a minimum period of 90 days (160 days for “long routings” for which RDD is more than 60 days after cargo availability) to provide consistent reporting and equipment supply.
- A) Page 17, section VIII-Transportation, para. B is replaced with the following:  
The Contractor (U.S. flagged carrier) shall provide continuous measurement of internal temperature using a Ryan type recorder or equivalent capable of continuous recording from availability date for a minimum period of 90 days (160 days for “long routings” for which RDD is more than 60 days after cargo availability) to provide consistent reporting and equipment supply.
10. Page 17 point IX sub point A: « The National Contract Awardee will be **responsible** for all export documentation as required by the individual country supported by the SPV, as well as packaging/packing and marking of products.” Please clarify the term “responsible”. Please confirm that the National Contract Awardee will be **financially** responsible for all export documentation as required by the individual country supported by the SPV, as well as packaging/packing and marking of products

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A) Reference page 14, section V-Contract Implementation Period para (D)(2)(b).

The National Contract Awardee(s) shall establish business relationships with the OCONUS SPVs. The agreement should include at a minimum, discussion concerning any special labeling (customer dependent; i.e. Navy), Source loading requirements, shipments to CONUS consolidators, palletization requirements and any special import documents (i.e. health certificate) etc.

Page 17, section IX-Contractor Responsibilities, para. (A) is amended to read: "The OCONUS Prime Vendor will be responsible for all export documentation as required by the individual country supported by the SPV, as well as packaging/packing and marking of products".

11. Page 18 point 2 "The Government shall have six months from the date of delivery of the supplies to the Government within which to discover a breach of this warranty." Please clarify your statement, since it is our understanding that the supplies will be delivered to the Prime Vendors and not to the Government.

A) The OCONUS Prime Vendor, when receiving products, is only performing count, identity and condition. The OCONUS Prime Vendor is purchasing the products for ultimate sale and delivery to OCONUS Military and other authorized customers. The customer receiving the product will discover latent damage and/or quality deficiency.

12. Page 18 point 3, sub point a, b, c "Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election: a. Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances; The supplies are paid by the Prime Vendors. As a result, they are owned by the Prime Vendors. Please clarify why the Government should be reimbursed. Shouldn't the reimbursement be made to the particular OCONUS SPV?"

A) The Government will seek reimbursement from the OCONUS Prime Vendor and the OCONUS Prime Vendor will seek reimbursement from the Awardee.

13. Page 18 point 3, sub point a, b, c "Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election: a. Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances; Who will decide whether there has been a breach of warranty? The Government? The SPVs?"

A) Depending on the type of breach, it could be either party. For example, if the product is received with inadequate shelf-life, or wrong product is shipped, the

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OCONUS Prime Vendor would approach the Awardee for remedy.

If an ultimate customer were to discover product discrepancies, they would return the product to the OCONUS Prime Vendor for refund or replacement.

14. Page 31, point D “The SPV is responsible for all associated palletization costs that are above and beyond the normal commercial practice for CONUS shipments.”. Please clarify what is meant by “beyond the normal commercial practice”

A) Reference Pg. 31 section XIII-Palletization, para. D.

The SPV is responsible for all associated palletization costs that are above and beyond the normal commercial practice for CONUS shipments. For example, the SPV is required to use heat treated pallets for overseas shipments. They must be American sized pallets (48 inches x 40 inches), may require corner bracing and extra shrink wrapping to ensure product stability during an overseas voyage. Please be advised that the SPV is financially responsible for costs to the National Contract awardee for palletization, special packaging, or shipping requirements dependent on the Area of Responsibility (AOR), if the items are to be source loaded. The National Contract Awardee is required to separately invoice for said pallets or special packaging or bracing requirements, etc. These costs are not to be included in the product price. Where practical, pallet exchange programs may be implemented by the OCONUS SPV. Pallets may not always be returned on a 1 to 1 basis. This does not relieve the contractor from delivering products on the proper type pallet. Pallet retrieval and all associated costs shall be the responsibility of the OCONUS SPV. In addition to these requirements, the OCONUS SPV may have special import documentation requirements and USTRANSCOM requirements that should be coordinated with the National Contract Awardee and OCONUS SPV.

15. Page 31-point D “Please be advised that the SPV is financially responsible for costs to the National Contract awardee for palletization, special packaging, or shipping requirements dependent on the Area of Responsibility (AOR), if the items are to be source loaded.” Alternatively, to your statement, please confirm that if the items are NOT source loaded, the SPV is NOT financially responsible for the costs to the to the National Contract awardee for palletization, special packaging, or shipping requirements dependent on the Area of Responsibility (AOR).

A) Prices are FOB Origin. The OCONUS SPV is responsible for all palletization, special packaging and shipping requirements as components of the OCONUS SPV distribution prices. If product(s) is to be shipped to a SPV CONUS Consolidation warehouse, the National Contract Awardee must use good commercial practice to ensure that the product arrives at its destination in resalable, excellent condition.

16. Page 32 point XVI FILL RATE

Who will be in charge of managing/recording the fill rates? Since the items will actually not be delivered to the Government but in fact to the SPV. Will the SPVs be responsible for generating the Fill rate reports?

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### A) Reference page 32, section XVI-Fill Rate:

The National Contract Awardee is required to provide a minimum contract order of 99%. It is expected that the SPV will receive up to 100% of what they order from the Awardee (i.e. no short shipments).

### Reference page 35, section XVIII-Management Reports, para. (1):

Invoice Sales Report (Monthly): On the tenth of each month, the National Contract Awardee will be required to submit a report on orders invoiced to OCONUS SPVs for the previous month. These reports must include, at a minimum, the Lot Number, LSN, SPV Name, SPV purchase Order Number (PO), Awardee Product SKU, STORES description, Quantity ordered ( in LBS), Quantity ordered in cases (this is dependent upon the item's STORES description), order date, Ship date, Quantity shipped (in LBS),Quantity shipped in cases (this is dependent upon the item's STORES description, Unit Price per LB, Unit Price per Case (this is dependent upon the item's STORES description, and Extended Price. In addition, the contractor must provide legible copies of all SPV POs and National Contract Award invoices to SPVs occurring within the same calendar month FSOM to day prior to the FSOM for the next month. If products are ordered near the end of an ordering month but do not ship until the following month, the PO copy is still required to be reported in the current reporting period. For the following reporting period, the PO copy will have to be resubmitted along with a copy of the invoice.

An electronic transmission is required (Excel Spreadsheet for data table and PDF format for invoices to SPVs).

17. Page 33 point XVI FILL RATE "Cases shipped": For non-catch weight items, the product quantity that the OCONUS SPV has ordered and the National Contract Awardee has shipped, not including damaged cases, and mis-picks.

Pounds shipped: For catch weight items, the product quantity that the OCONUS SPV has, ordered and the National Contract Awardee has shipped not including damaged cases, and mis-picks."

As per your statement, fill rates will not include damaged cases or mis-picks. As a result, it is important to know when will the fill rates be measured? Will it be prior to shipment to the OCONUS SPV warehouses? or at delivery to the OCONUS SPV warehouses?

Or alternatively prior or after being sent to SPV CONUS consolidation point?  
If source loaded, how will the USG guarantee the accuracy of fill rates?  
If fill rates measured at delivery, ocean carriers or van loading (to achieve 80% fill) might be responsible for the damaged cases and therefore poor fill rates...  
Please clarify at which stage the fill rates will be measured.

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- A) Fill Rate, as reported by the National Contract Awardee will be calculated at the time that the product leaves from the National Contract Awardee's facility and will be verified by the invoices from the OCONUS Prime Vendor..
18. Page 34-point **C. INVOICING...** 13. Payment terms (i.e., 10 days 2%; net 30)"  
Please confirm that you meant "E.g." and not "i.e."  
That is, the mentioned payment terms of "10 days 2%, net 30" is an example.
- A) Confirmed, there is typographical error on page 34-point C. INVOICING (13) that shows i.e. in lieu of e.g. All Payments terms must comply with Subsistence Prime Vendor limitations contained in the Prime Vendor contract in order for the Subsistence Prime Vendor to retain the early payment discount.
19. Page 49 Order limitations point (a) Minimum order "... an amount less than \$250..." Please confirm that each SPV will be able to place any order as long as its value is higher than \$250.
- A) Reference Page 49-52.216-19 -- Order Limitations (Oct 1995). Confirmed that the minimum order is \$250.
20. Do we bid specific items or do we have to bid the entire market basket? For example, we have hamburger patties, can we bid on the hamburger patties or do we need to bid on all the items? Could a contract be issued on line items or is this a winner take all contract?
- A) See answer to question 1.
21. Regarding military labels, how are we to print military labels and submit LSN numbers if there isn't one that matches the item(s) on the solicitation? Also, an NSN/LSN was not provided for items on all 3 lots.
- A) Reference page 80 section 4-Technical Proposal under Factor 1- Label Matches Requirements para. iv. DLA Troop Support Mandated OCONUS Label. See note after number 8- Local Stock Number. NOTE: As Local Stock Numbers are not currently assigned to items in the Schedule of Items, Offerors may leave this field blank.
22. Are EPA prices adjusted monthly or every 60 days?
- A) Reference page 50, FAR 52.216-9084 and Addendum, the first price adjustment will occur 60 days after award or FSOM. Subsequent price adjustments will occur monthly on the FSOM after the first price adjustment.

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23. Regarding surge/other requirements -please provide all clauses from the OCONUS Prime Vendor Contracts that will flow down to this contract so we can evaluate the requirements and compute the costs associated with surge readiness or other OCONUS Prime Vendor flow down items listed in the solicitation.

A) Reference page 15, section VII- SURGE AND SUSTAINMENT REQUIREMENTS, para. (B) and (C).

DLA defines surge as the ability to ramp up quickly to meet early requirements normally needed within the first 45 days. Sustainment is defined as the ability to sustain an increased pace throughout the contingency(s) for six months or longer. The spectrum of possible contingencies includes major theatre and smaller scale contingency operations.

The DLA TROOP SUPPORT Subsistence Prime Vendor shall consult with and advise the Contract Holder when it has been determined that they represent a source for surge sensitive, readiness items. The DLA TROOP SUPPORT SPV will notify the Contract Holder of the projected quantities involved, as well as the necessary delivery time frames, and develop mutually acceptable surge support arrangements. This coordination must take place in advance of actual surge execution in order to ensure that the requisite supply and response capabilities are firmly established. The Contract Holder shall work in concert with the DLA TROOP SUPPORT SPV to ensure that material support plans accurately reflect the capabilities and capacities of both parties.

24. Besides USDA/Vet Com requirements for quality food safety, are there any other food safety requirements? For example, most national chain business, both retail and foodservice require BRC (British Retail Consortium) or GFSI (Global Food Safety Initiative) certification programs from their manufacturers?

A) Reference page 19, section XII-Quality Assurance Requirements, (2) FOOD SAFETY AND INSPECTION SERVICE (FSIS) REQUIREMENTS:

The items supplied under this contract must be produced and processed in a FSIS federally inspected establishment, be accurately marked and/or labeled, and meet all FSIS regulatory requirements, including all microbiological testing requirements.

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25. Regarding shelf life, the requirement states that 66% of shelf life must be remaining at arrival of OCONUS Prime Vendor. The offeror is not in control of shipment times, port issues, etc. Should the shelf life requirement be from the time of shipment FOB plant?

A) Reference page 23, 4-SHELF-LIFE

All products delivered to OCONUS Prime Vendors shall be as fresh as possible and must have no less than two-thirds (2/3) of the manufacturer's stated shelf life remaining at the time of receipt at the OCONUS Prime Vendor facility.

The National Contract Awardee and OCONUS SPV must take transit time into account to meet the shelf-life requirements.

26. Regarding soy %, is the 1% maximum reasonable industry standard on further processed items -example Salisbury Steak?

A) Reference page 23, PRODUCT QUALITY REQUIREMENTS, para. (c):

No products supplied under this contract shall contain fillers, such as soy protein, when used to extend product more than 1%.

27. Can you please define "slow frozen process"?

A) Refer to Pg. 24, section VII-Quality Assurance Requirements, para (6) Meat Handling - Quick Freeze or Blast Frozen- (referred to Nancy). The solicitation stated the USDA Institutional Meat Purchase Specification (IMPS) General Requirements for Frozen products, Freeze Option 2:" FREEZING OPTION 2 – "Product will be brought to an internal temperature not to exceed 0oF (-17.8oC) within 24 hours from the time of final fabrication of the lot. (This option is recommended for portion-cut items that are IQF)."

This method causes multiple, small ice crystals to form, causing minimal impact on quality. By contrast, slow freezing would be any process that allows the formation of few, but large, ice crystals within the cell walls. This process may cause the puncturing of cell walls during thawing, resulting in degradation of quality. Additionally, the moisture migration frequently causes adjacent units within a case to stick together, necessitating the thaw of the entire case ILO just one unit within the case.

In accordance with IMPS general requirements, anything outside 72 hours parameter of Freeze Option 1 is to be considered slow frozen.

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28. Do the offeror's get credit for using socio economic suppliers?
- A) A small business subcontracting plan will be required for Lot 1 if a Large Business offers. Lots 2 and 3 are set-aside for Small Business.

29. What do you mean by the signature line? Top of page 81 –ii - #2. IO. What do you require as safe handling instructions?

- A) Reference page 77, Addendum FAR 52.212-1, para. (3):

An electronic image of the USDA FSIS mandated label(s) and the specification sheet for each item in the applicable lot must be submitted. The electronic image of the label must be of sufficient clarity to easily evaluate compliance with the requirements in the solicitation. In accordance with USDA FSIS labeling regulations (<http://www.fsis.usda.gov/wps/portal/fsis/topics/regulatory-compliance/labeling/labeling-procedures/checklist-mandatory-features-label>), each label must declare the product name, handling statement, legend, establishment number, net weight, ingredients statement, signature line, nutrition facts, and safe handling instructions when required. NOTE: For evaluation purposes, the specification sheet must state the following, where applicable:

For safe handling instructions refer to the website above.

30. Regarding nutritional panel -what are you asking for in regards to the "beef items" nutritional panel? This is not required in commercial beef channels.

- A) Reference page 25- Labeling Requirements, para (8)(a):  
Although the nutritional statement is not mandatory on some items, if nutritional facts are not included on the Information Panel, offeror must provide the nutritional facts on the manufacturer's specification.

31. What is the difference between "Buy American" and "Berry Amendment" whereas this solicitation requires adherence to both of these? In addition, what % beef can be used from foreign countries, (i.e. - Canadian, Australia, South America) and still meet the requirements of "Buy American" and "Berry Amendment"?  
Example – Ground beef

- A) The restrictions of the Berry Amendment are found in DFARS 252.225-7012, Preference for Certain Domestic Commodities. In addition, the restrictions of the Buy American Act are found in DFARS 252.225-7001, Buy American and Balance of Payments

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Program. The acceptability of a particular item is a fact specific inquiry, however all items supplied under the contract must comply with the Berry Amendment.

32. What are the exact export document requirements for each destination?

A) Reference page 16, section VIII-CONTRACTOR RESPONSIBILITIES (A):

It is the responsibility of the awardee to coordinate with the SPV for transportation to a SPV CONUS consolidation point or source load product at the Awardee's Place of Performance to ship directly to the SPV OCONUS warehouse facility. The awardee is advised that there are weight and cube sea van requirements for source loading to go to OCONUS SPV facilities, documentation requirements and special handling which should be discussed with the OCONUS SPV. Source Loading is the preferred method for transportation to OCONUS SPV warehouse facilities. This should be addressed with the SPV during the first 30 days following contract award.

Reference page 18, section XI Contract Requirements (B):

The contractor must be aware of individual country export restrictions for products supported under this solicitation in accordance with the list found at <http://www.fsis.usda.gov/wps/portal/fsis/topics/international-affairs/exporting-products/export-library-requirements-by-country>.

33. Does U.S. manufacture plant location make a difference or matter for this contract?

A) All products supplied under the resultant contracts must comply with the Berry Amendment. The item must be of domestic origin and the plant must have a USDA Establishment number.

34. We cannot find a time period to base pricing on for the USDA Carlot report economic indicator. Can you please supply these dates or time frame?

A) Reference page 55, Addendum to 52.216-9084:

The Base Market Price for every item in each lot will be established by evaluating a USDA Weekly National Carlot Meat Report for each item for the previous four (4) week period prior to Final Proposal Revisions. Calculations of the adjustments shall be the arithmetic average of the prices for each item and its applicable economic indicator

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35. Is it possible for you to get more information on the pump level of the Top Round? Is it a 10%, 20%, Lot 3-2

A) Reference page 28, section **XII-QUALITY ASSURANCE REQUIREMENTS, para (9)(d) CLARIFICATION OF LABELING TERMS FOR BEEF PRODUCTS:**

Unless specifically identified in the item description, no products supplied under this contract shall contain added solutions. For those items that do identify solution added in the item description, solution percentages shall not exceed the limit identified in the item descriptions.

36. When will the JSPB be meeting to discuss “close matches” to the schedule of supply, and since no exceptions are authorized, will a decision to not approve an item automatically nullify, or invalidate a bid as “not technically compliant?”

A) The products in the Schedule of Items have been vetted through the JSPB. ,The items are well defined. “Closed matches” are not anticipated. Alternate offers are only anticipated for case weight. An offeror must have a technically acceptable item for every item in the lot offered.

37. FAR 51, referenced in this solicitation, does not directly address the exact terms of sale that need to be extended to a “customer.” Please clarify what the DLA TS national contract team considers as agreeing so “sell” products to all OCONUS SPVs. More specifically standard commercial practice accepts cash payment in advance as payment terms. Will cash payment in advance be considered as a fulfillment of the requirement to “agree to sell” until each OCONUS SPV has applied for and subsequently been approved for credit terms?

A) Reference page 13, section V-Contract Implementation Period, para (D)(2)(b):

The National Contract Awardee(s) shall establish business relationships with the OCONUS SPVs. The agreement should include at a minimum, discussion concerning any special labeling (customer dependent; i.e. Navy), Source loading requirements, shipments to CONUS consolidators, palletization requirements and any special import documents (i.e. health certificate) etc.

The business relationship should include credit terms and payments for product if product is required before credit terms are agreed upon.

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38. Will DLA TS provide a copy of, or reference link to, the DoD menu standards referenced in this solicitation as part of a source/reference for bidders to compare the descriptions used in the schedule of supplies to the actual specifications used within the beef industry?

A) All the items in the Schedule of Items were derived from an examination from the Services 'Buying Guides. The specification as listed in the product descriptions are well defined and linked to a NAMP or IMPS.

The only publicly available buying guide is the Army Buying Guide and can be found at [http://www.quartermaster.army.mil/jccoe/jccoe\\_main.html](http://www.quartermaster.army.mil/jccoe/jccoe_main.html)

39. Please explain why bidders must accommodate each individual OCONUS SPV's mandated label requirements, and why a DLA TS/military label is not acceptable? Making bidders accommodate custom alpha numeric provisions or special markings may cause significant inefficiencies and may impede the bidder from effectively meeting the 14-day lead time with a mandated 99% fill rate.

A) Reference page 27, section XII-Quality Assurance Requirements, para. (8) Labeling; section (c) DLA Troop Support Mandated OCONUS Label:

In addition to USDA FSIS mandated label(s), DLA Troop Support also requires a special OCONUS label to be placed on each and every case for its' OCONUS customers. At a minimum, shipping cases shall be marked or labeled on one end or side panel with the following information:

- 1) Item Nomenclature or Description
- 2) Global Trade Item Number (GTIN) and/or SKU Number
- 3) Date of Pack
- 4) Product Expiration Date and/or Best If Used By Date
- 5) USDA Establishment Number
- 6) NAMP (or derived from NAMP if further processed)
- 7) Grade (e.g. USDA Choice or USDA Select), if applicable
- 8) Local Stock Number (leave blank)

40. Will DLA TS require that samples provided to the Ft Lee evaluation team have identical labels with matching information to include establishment numbers etc. to the information provided in the bid/offers, as well as all products subsequently shipped to the SPVs during contract execution?

A) Yes. Reference page 87, section Technical Factor 3-Product Evaluation and Cutting.

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41. How will the DLA TS national contract team enforce the source load from a single location requirement with a \$250 minimum order requirement and still achieve container optimization standards mandated by DLA?

A) The OCONUS SPV determines if the items are source loaded and must comply with applicable container utilization requirements.

42. With the new sample information released in amendment 2, there are few manufacturers that can execute the full range of products within either Lot 1, 2 or 3 quickly. How was it determined to turn around sample submissions in 7 to 8 business days after the pre-proposal meeting adjourned? As there are several steps involved to getting product to market from identifying and procuring raw materials, negotiating with suppliers, creating specific US Military labeling and packaging, and other criteria to get product up match US Military specification, were these actions taken into account when determining the specified sample dates within Amendment 2?

A) The requirements for the product sampling and testing were released with the original solicitation on September 1, 2016. The items in each lot for testing have not been amended. Amendment 0002 was issued on September 22, 2016, indicating the dates product samples are due at the testing facility. Amendment 0003 was issued on October 3, 2016 providing an option to submit samples for Lot 3 on October 7 OR October 10, 2016.

43. Who are the key personnel members, name and agency, that are included on the Joint Services Policy Board?

A) In accordance with FAR 15.303 the evaluation team is tailored for the particular acquisition and includes appropriate technical and other expertise to ensure a comprehensive evaluation of offers. Each Service is represented on the Joint Services Policy Board.

44. As there are few suppliers that have commercial products readily available that identically match the US Military item descriptions, how will the JSPB determine if a different case pack is acceptable? In addition, and with the quick sample timelines within the solicitation, how quickly will this group be able to turn around decisions on case pack sizes or minor deviations to the item?

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A) Reference page 23, section XII-Quality Assurance Requirements, para. (5) Product Quality Assurance Requirements (k)(1):

k. For items that state a specific weight range, no tolerances will be applied and all units must fall between the stated parameters.

l. For all portion cut items, in accordance with the North American Meat Purchaser's (NAMP) Guide, the following tolerances will be utilized:

Less than 6.0 ounce - +/- 0.25 ounce

6.0 to 12.0 ounce - +/- 0.50 ounce

12.01 to 24.0 ounce - +/- 0.75 ounce

For Factor 3, different case size pack will be noted by USDA AMS team. These differences will be communicated to the JSPB for their input and decision. Decisions regarding deviations from the description of the item in the Schedule of Items will be dependent upon the type and severity of deviation.

45. Has DLA taken into account when samples are sent into Fort Lee testing facility there could be different pack sizes and minor deviations that need to be reviewed by the JSPB board for approval? Will the JSPB board review these deviations before a product could be rejected by the personnel at Fort Lee? Please explain the process.

A) See answer to question 44.

Refer to Amendment 0002 and Amendment 0003 for Lot numbers and dates due for each lot.

USDA AMS will evaluate products based on requirements. If a sample does not match the requirement, the offeror will be able to overnight another sample at the offeror's expense to the same location. See Amendment 0002, page 3.

Refer to Amendment 0003, para. (3). The deadline for notification of failure and resubmission of samples is 12:00 pm Eastern time.

Resubmission of samples are due by 4 pm on the following business day when notification is made by 12:00 pm. If notification is made after 12:00 pm, product resubmission of sample(s) will be required on the 2nd business day by 4:00 pm. Notification will be considered to have occurred when the government representative contacts the POC listed on the case label of the product sample. Labeling and POC requirements apply to replacement product samples.

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46. Under contract requirements, contractor must possess necessary facilities, equipment, technical skills, and capacity to successfully provide items required by this solicitation. What processes are in place to hold contractors accountable for successfully meeting these requirements?

A) In addition to the contractor possessing necessary facilities, equipment, technical skills, and capacity to successfully provide items required by this solicitation by lot, the offeror must be able to demonstrate in Factor 2-Past Performance that they have had the experience, sales, and number of customers to perform successfully. In addition, DLA Troop Support reserves the right to perform a pre-award survey.

47. If contractor operations are already approved and governed by USDA (E number established), why do plants need to be approved by US Army Public Health Command?

A) Reference page 19, section XII-QUALITY ASSURANCE REQUIREMENTS, para 3-SANITARY CONDITIONS FOR FOOD ESTABLISHMENTS (c):

In accordance with United States Army Public Health Command (USAPHC) Circular 40-1, Appendix A, Section 1, for Federal Supply Class 8905 (fish, meat, poultry, and shellfish):

"Meat and poultry establishments inspected by the USDA FSIS may serve as sources of meat and poultry items subject to the Meat and Poultry Inspection Act. These products must bear the USDA shield and applicable establishment number, as listed in the USDA Meat, Poultry and Egg Products Inspection Directory located online at <http://www.fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory>. USDA listed establishments processing products not subject to meat or poultry inspection acts must also be Directory listed for those items."

Therefore, if the item is produced in an establishment under mandatory USDA FSIS inspection, directory listed and sanitary inspection by USAPHC personnel is not required.

48. In regards to all items under the contract are subject to multiple audits from prime vendors, QSMVs, DLA Troop Support, who is required to pay for the audit samples?

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A) Post Award Product Quality Audits are performed from time to time on all CONUS and OCONUS SPV items. Generally, the OCONUS SPV pays for the sample.

49. “For items that state a specific weight range, no tolerances will be applied and all units must fall between the stated parameters.” As there could be some items where a small percentage could fall outside the specific weight range, could this statement be modified to allow product exceptions where it is not process capable for 100% of the product fall in stated parameters?

A) Tolerances have been built in for weight ranges. See answer to question 44. Product exceptions outside of the stated parameters will fail.

50. For Lot 3-12, Beefsteak, the sodium level is not to exceed 800 mg per 4 ounce serving. Since all other products on the contract call for 800 mg per 3 ounce serving, is this a typo or adjusted for this one item?

A) For item 3-12 in Lot 3, the sodium level has been adjusted for this four-ounce portion sized item.

51. “For processed beef products- Raw material may be frozen for no more than 60 days prior to being incorporated into the finished product.” Can DLA further clarify the term “raw materials?” If a contractor purchases primal cuts to be utilized in finished product is that considered under DLA’s term “raw materials?” Is it under the DLA solicitation guidelines for a contractor to purchase primal cuts, freeze the primal cuts, thaw at a later time period, prepare the meat into a further processed form, freeze for over 60 days, and then package and label into a finished item with new production dates and shelf life?

A) According to U.S. Department of Agriculture (USDA) Agricultural Marketing Service (AMS), Institutional Meat Purchase Specification (IMPS), any raw materials (primals, sub-primals, etc.) to be utilized during processing of an end item, may be frozen for no more than 60 days prior to being incorporated into the finished product. Processing, packaging, and labeling of the end item are to be completed as part of a continuous cycle, with no delay in packaging or labeling of the finished end item.

52. Is it possible for a contractor to produce finished product in advance, store for over 60 days frozen in a bulk state, then package, box and label with new production dates and shelf life?

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A) According to USDA/AMS/IMPS processing, packaging, and labeling of the end item are to be completed as part of a continuous cycle, with no delay in packaging or labeling of the finished end item.

53. Is DLA planning to release additional specification information that is not listed within the “DLA Troop Support Item Description” that is outlined in the schedule of supplies? Is it at the contractor’s discretion, for example, on fat trim, degree of doneness, cook temperature or specification attributes that could decrease cost?

A) Item descriptions are based on the North American Meat Processors Association (NAMP), and are universally recognized and are published in The Meat Buyer’s Guide.

54. Under this solicitation bidders are mandated to hold pricing for 270-days, and the DLA TS national contract team is planning to use a 4 consecutive weekly average price when calculating the EPA. Has DLA TS considered that the inconsistency between the frequency of the Carlot Meat Report price fluctuations and the 270 day price holding requirement may force failure upon the small business base this contract aims to assist, and/ or force the government to forego more advantageous pricing?

A) The 270 days takes into account that you agree to comply with all terms and conditions of your proposal. The 270 days applies to accepting terms and conditions, but during negotiations, potential awardees have the opportunity to change prices.

55. Why does this contract contain a 5-days purchase order change or cancellation provision? Standard commercial practice, especially with short lead time requirements, do not allow for changes or cancellations, and could significantly hurt bidders, especially small business concerns. Respectfully request that this provision be removed from this solicitation.

A) Reference page 11, section III- CONTRACT AND DELIVERY ORDER LIMITATIONS, para (a): “OCONUS Prime Vendors may amend or cancel their orders up to five (5) days prior to the National Contract Awardee’s scheduled ship date. This provision mirrors other OCONUS SPV supplier agreements.

56. Will an USDA-AMS Grading Service Personnel be present during evaluation of the products submitted for sampling at Fort Lee?

A) Yes, USDA AMS inspectors will be conducting the evaluation.

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57. Can you please explain the compliance enforcement plan and direct authority the DLA TS national contract team has over the individual SPV contract procurement process for OCONUS? Please explain the DLA TS role in providing oversight and compliance enforcement to ensure each of the OCONUS SPVs procure the items identified in this contract.

A) Although the DLA Troop Support National Contract Team does not have direct supervision over the OCONUS SPV contracts, it will work with the OCONUS Division to identify and remove those items that compete with the items listed within each lot in the schedule of items from OCONUS SPV contracts. Removal of competing items will be monitored and enforced by the National Contracts Team. DLA Troop Support retains the sole discretion to determine competing items.

58. Please explain the statement referencing “government intent” for SPVs to order items identified in this contract. Are purchases going to be mandatory?

A) Nationally contracted items are the preferred source of supply. The resultant contract(s) will be indefinite delivery/indefinite quantity contract(s) and not requirements contracts.

59. Please define agreeable terms to sell the OCONUS SPVs, and what assistance will the DLA TS National contract team provide in the event the contractor and the SPV cannot come to an agreeable term of sale despite the contractor’s best efforts? Currently the only mention of DLA TS involvement during this scenario is the notification of the issue, but makes no statement of solution assistance or influence by the National Contract team to help resolve?

A) Reference page13, section V-CONTRACT IMPLEMENTATION, para (3).

Within 45 days after contract award:

Following frequent communication between the Awardee(s) and DLA Troop Support regarding implementation, an in process review will be accomplished in person or other means (for example, teleconference, video-teleconference) to assess implementation progress and discuss any issues. The agreement between the National Contract Awardee and the OCONUS SPV is proprietary in nature. DLA Troop Support cannot direct the agreement between the two parties.

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60. Will offers be accepted for set aside portions of this solicitation by companies who do not process or produce finished products, and what validation steps will the DLA Troop S contracting team take to ensure bidding companies actually perform the work outlined in accordance with the SBA and FAR regulations associated with the manufacturer rule tied to small business set asides?
- A) A waiver of the non-manufacturer rule is not applicable to Lots 2 and 3 of this acquisition. Therefore, all items supplied must comply with FAR 52.219-9 Limitations on Subcontracting.
61. Are OCONUS SPVs required to only procure beef items contained within the 3 Lots of this solicitation, and what assurances do bidders have that 100% compliance will be achieved once contract implementation has started?
- A) National Contract Awardee is the preferred source of supply for the items contained on the contract. For the items not listed in the Schedule of Items, the OCONUS SPV may utilize other suppliers.
62. Can you please identify the “customer” in this contract? If multiple customers are identified, please identify the order of precedence among the DLA TS, SVC HQ, OCONUS SPV, or end operator?
- A) Customer is defined as DLA TS, SVC HQ, OCONUS SPV, or end operator. The National Contract Awardee’s primary customer is the OCONUS SPV, however, all the customers listed in your question except the OCONUS SPV are directly or indirectly involved in the product selection.
63. Please explain how the “add/delete” provision identifies that the DLA TS national contracting officer will decide what items are added or deleted, when input would naturally include the contractor, JSPB, SVC HQ, SPV, as well as the military customer at base level. A step by step explanation of that process would be helpful.
- A) The Schedule of Items was developed based upon high dollar/high volume usage information and coordinated with the Services. As menus change throughout the course of the contract, demand will be reassessed and items may be added or removed based upon usage.
64. What specific market research information was used to arrive at the current lot structure, and can you provide examples that at least two companies (authorized bidders) that could effectively execute delivery of every single item of each respective lot at the 99% delivery standard outlined in this contract within the permitted 14-day lead time?

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A) DLA TS sent Market Research Questionnaires to potential offeror. In addition, the Schedule of Items was sent to potential offerors, who were asked for input as to how lots were to be established.

65. Under contractor responsibilities (IX) will the bid need to include costs associated with export docs, packing materials and markings specifically required by either the DLA program and/or additional requirements specified by the SPVs?

A) See answer to question 3. The OCONUS SPV is financially responsible for any additional requirements such as, export docs, packing materials and markings specifically required by either the DLA program and/or additional requirements. This is part of the OCONUS SPV Distribution price.

66. Will there be a consolidation plan required for this bid if products are produced in multiple locations?

A) If items in a particular lot are produced in multiple locations and are planned to be Source Loaded. Please reference page 46, Addendum to FAR 52.215-6 Place of Performance (Oct 1997):

In addition to the requirements of 52.215-6 Place of Performance above, if the Awardee uses multiple facilities to produce the items, they must consolidate the items at one centralized distribution location if source loading. The address of the centralized distribution location should be listed as a place of performance in paragraph (b) above and identified as the centralized distribution location.

67. Are agreements allowed where the cost of consolidation of products to a single source load location is included in the cost of the product? More specifically, is a business arrangement allowed where the service fees provided for a consolidation service allowed to be passed to the government through the inclusion of said costs in the product price for any product sold to a DLA TS SPV under any circumstance?

A) No. The cost of consolidation, if any, goes into the OCONUS SPV Distribution price. See answer to question 3.

68. If a bidder has multiple DBAs or has interest in more than one company overall, will there be a call for disclosure of those details for verification of compliance with SBA, FAR requirements and the System for Award management excluded parties list? Is claiming a pricing advantage or competing under set aside portions of national beef contract subject to the aforementioned review?

A) Offerors must certify small business program representation in compliance with the

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definitions provided therein. DLA Troop Support will evaluate proposals for compliance with all terms and conditions of the solicitation.

69. If a JSPB request for approval for a similar item from a bid is disapproved, will the requesting bidder's offer be deemed not technically compliant since their offer would automatically not include then entire lot contents?
- A) DLA TS anticipates only pack size variations. If any item in a lot is not technically compliant, the potential offeror will have the opportunity to resubmit a sample. If the replacement product(s) fail technical evaluation again, that Offeror will not be eligible for award for that particular lot.
70. How much weight is given to a 51% woman owned small business? Is there a look back period for how long the small business has been female owned? In other words, does it need to be female owned for 30 days prior to bid due date?
- A) There are 3 lots in the solicitation. Lot 1 is unrestricted. Lot 2 and Lot 3 are set-aside for small businesses. The solicitation does not contain a preference or set-aside for Women Owned Small Business.
71. Lot 2-18 NAMP 114E-3, USDA Select Market report often does not have weekly average. How will pricing work under select grade is a market price is given for the monthly pricing average?
- A) Economic Price Adjustment clause, 52.216-9084 Economic Price Adjustment (EPA) National Contracts (OCT 2014) paragraph (p) and addendum- addresses how adjustment will be calculated if a market price indicator is not published.
72. Are lots to be bid in whole? Or can a vendor quote one whole lot and not the entire lot for lot 2 or 3? And will the bid submission be considered?
- A) Proposals must offer on all items within the lot. Offerors proposing on less than all of the items included in each lot will not be eligible for award.
73. Will DLA only award an entire lot to one vendor?
- A) Each lot will be awarded to one awardee.

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74. The solicitation states that once awarded the pricing will be calculated monthly. It states DLA will calculate the new monthly price and send to the prime vendors. I would like to ask, to avoid any errors, that pricing be sent to Contractor to verify new monthly price. This will reduce invoice errors and potential supply issues due to deductions or re-billing?

A) A modification will be issued for all pricing adjustments in accordance with DLAD 52.216-9084(h). The contractor will have a chance to look at that pricing calculation prior to the modification being released.

75. Several specs call for a weight range I.E. T-Bone (2-5) 12-14oz each whole nt. weight case. Random weights do not always achieve a standard net weight. Can this be changed to average weight case?

A) The range in the spec is well defined and will not be changed to average weight case.

76. Once LSN's are assigned, will STORES have these items loaded and the current stock numbers be removed?

A) National stock numbers, E13 numbers, will be assigned in STORES after award. If the awardee has existing stock numbers, the old stock numbers will not be removed until the existing inventory is depleted by the Prime Vendor.

77. Some items are not listed in the lot that services are currently buying. Is there any intent to add items to this solicitation, or is what is listed within the solicitation the final list?

A) For this solicitation, DLA focused on high volume/high usage and high dollar value items. If items are added to the solicitation an amendment will be issued.

78. If we decide to subcontract with another company, does the combined number of employees count towards business size? Or, is business size viewed on an individual basis per company.

A) Small Business compliance is determined in accordance with FAR 19.3.

79. Does a small business need to own every manufacturing plant that a product is being produced at?

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- A) DLA requires offerors to specify the place of performance for each item in the lot. Proposal submissions must demonstrate compliance with FAR 52.219-14 Limitations on Subcontracting.
80. If a small business is working (subcontracting) with another company that is less than 1000 employees (another small business), and that subcontractor is getting its product from a large business, will that not be considered for award?
- A) Small businesses must comply with FAR 52.219-14 Limitations on Subcontracting.
81. When negotiations take place, is the Award based on the proposal price or the revised offer?
- A) If the awards are not made on initial offers, and negotiations take place, awards will be based on the final proposal price.
82. The solicitation states that sample lots are to be sent on October 7th and October 10th. Is there any exception that we can send all 3 lots on October 7th? The reason being that product could have problems/go bad due to the delivery of the samples over the weekend for the October 10th delivery date.
- A) Reference Amendment 0003.
- Solicitation SPE300-16-R-0023 is hereby amended to allow for samples on Lot 3 to be submitted on October 7, 2016, in addition to the samples submitted on Lots 1 and 2. The option remains to submit samples on Lots 1 and 2 on October 7; 2016 and Lot 3 on October 10, 2016. Any sample for Lots 1 and 2 submitted after October 7, 2016, or for Lot 3 submitted after October 10, 2016, will be considered late and will deem the offeror not eligible for award on the respective lot(s).
83. If samples are not submitted on the exact due date, does that automatically exclude the company from participation and award?
- A) Product samples not received in accordance with the solicitation and amendment deadlines will not be considered for award. Product samples must be submitted on the dates specified in Amendment 0003.

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84. Has DLA reconsidered the re-submittal of samples as an overnight shipment if first shipment failed on any samples? It is going to be extremely difficult to make changes to product, freeze the product, and overnight ship the product within 24 hours. If it is production issue, we would have to make certain changes that could potentially take longer than this overnight turnaround time.

A) See Amendment 0003, para (2). The sample specifications have not changed since the opening of the solicitation.

85. Is it anticipated that the date for proposal submissions will be moved/changed?

A) See Amendment 0003.

86. Within the solicitation, the definition for “marinade” is defined. However, “seasoning” is not defined. Some marinades have seasoning within them as part of the marinade. Additionally, some seasonings need solutions/liquids in order to apply to an item. Please explain?

A) If the solicitation states “seasoning,” it is a dry rub only. Any liquid/solution/marinade is specifically spelled out and does not qualify as a seasoning. Any item defined that includes a liquid/solution/marinade is considered a “marinade.”

87. (Lot 2-18) The solicitation references that it will be using CARLOT reports. If only one is used per month, would that be the pricing that would be used at that time?

A) The Economic Price Adjustment clause included in the solicitation indicates the weekly USDA National Meat Carlot Report will be used to calculate adjustments. The Schedule of Items attachment indicates the specific economic indicator for each item. Revisions to the market price indicator or revisions because an applicable market price indicator is not published are addressed in paragraphs (m) and (p) of the clause respectively.

# Solicitation SPE300-16-R-0023

## Amendment 0005

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### Section 2:

The following changes apply to the Solicitation, and Schedule of Items:

1. Under section XIII-TRANSPORTATION in the solicitation, remove paragraph (B) and replace with the following:

“The Contractor (U.S. flagged carrier) shall provide continuous measurement of internal temperature using a Ryan type recorder or equivalent capable of continuous recording from availability date for a minimum period of 90 days (160 days for “long routings” for which RDD is more than 60 days after cargo availability) to provide consistent reporting and equipment supply.”

2. Under section IX CONTRACTOR RESPONSIBILITIES in the solicitation, remove paragraph (A) and replace with the following:

“The OCONUS Prime Vendor will be responsible for all export documentation as required by the individual country supported by the SPV, as well as packaging/packing and marking of products. Specific information on what documentation is required will be provided by the SPV.”

3. Reference page 85, Price Proposal Requirements, and after the first paragraph add the following:  
Offered Prices shall be based on the market pricing in effect the two full weeks prior to closing.
4. The item description for Line item 2-9 on Attachment 1-Schedule of Items is amended from  
BEEF LOIN, BOTTOM SIRPOIN BUTT, TRI-TIP STEAK, DEFATTED, RAW,  
INDIVIDUALLY QUICK FROZEN, USDA Choice Grade, maximum average surface fat 0.25  
inch, 3-4 ounce each, NAMP 1185D, 1/40 pound case.

To:

BEEF LOIN, BOTTOM SIRLOIN BUTT, TRI-TIP STEAK, DEFATTED, RAW,  
INDIVIDUALLY QUICK FROZEN, USDA Choice Grade, maximum average surface fat 0.25  
inch, 3-4 ounce each, NAMP 1185D, 1/40 pound case.

A copy of the revised spreadsheet "Attachment 1-Schedule of Items 10-17-16 - Amendment 0005" is included in this amendment and replaces all previous versions.