

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)

CODE	FACILITY CODE
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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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

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

Amendment 0002

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 in reference to the pre-proposal conference. The answers in Section II are provided for clarification purposes only and do not change the requirements in the solicitation.

Section I

1. The revised offer due date is **April 2, 2009**, 3:00 PM Local Philadelphia Time.
2. The effective date of Amendment 1 is changed to January 16, 2009 from January 16, 2008 and reposted accordingly.
3. References to option periods throughout the solicitation are revised to read: two (2) 18 month option periods in lieu of two (2) year option periods.
4. Any reference to "an invoice is preferable" in comparison to a quote has been deleted from the solicitation.
5. Category 37 has been revised below; subsequently renumbering original categories 38 thru 67. Categories 69 and 70 have been revised below; subsequently renumbering original categories 68 thru 72:

Category Number	Category Description	UOM
37	Individual Portion, Refrigerated or Non-Refrigerated 501 to 999 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS
69	Toiletries and health/comfort items	CS
70	Film	CS

6. Given that the distribution categories were renumbered, any reference in the solicitation to specific category numbers was subsequently renumbered accordingly.
7. The Distribution Price definition is changed to read:

Distribution price:

The distribution price is defined as a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price. The distribution price includes the PV's projected general and administrative expenses, WORKERS COMPENSATION INSURANCE AS RELATED TO THE DEFENSE BASE ACT (DBA) AND THE LONGSHORE AND HARBOR WORKERS COMPENSATION ACT, overhead, profit, packaging/marketing/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, Subcontractor and Fresh Fruit and Vegetable Consolidation Point fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work. IT ALSO INCLUDES ALL TRANSPORTATION COSTS (UNLESS THE ITEM IS A CONTRACTING OFFICER-APPROVED NATIONAL COMMERCIAL PRICE INCLUSIVE OF AIRFREIGHT TRANSPORTATION COSTS FRO A FOREIGN COUNTRY INTO THE LOCAL MARKET OF NORTHERN EUROPE, SOUTHERN EUROPE AND CENTRAL ASIA) FROM THE ORIGINAL CONUS AND OCONUS POINTS OF MANUFACTURE TO THE POINT WHERE THE OVER

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THE OCEAN CONTAINER IS LOADED, ALL TRANSPORTATION COSTS FROM THE PRIME VENDOR'S OCONUS DISTRIBUTION FACILITY(S) TO CUSTOMER LOCATIONS IN NORTHERN EUROPE, SOUTHERN EUROPE AND CENTRAL ASIA, OVERLAND TRUCKING AND ANY OTHER ELEMENTS OF PRICING NOT DEFINED IN THIS SOLICITATION. Additionally, if DTS does to apply as described in paragraph (4) below, the normal distribution price will include all transportation costs from the original OCONUS Point(s) of Manufacture to the Prime Vendor's OCONUS Distribution Facilities. The distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The distribution price shall exclude DTS Ocean Shipping Costs referenced below.

8. When trying to access the DSCP Food Defense Checklist, please note there is an underscore in the hyperlink between fs and check which can not be seen due to the formatting of the hyperlink (http://www.dscp.dla.mil/subs/fs_check.pdf).
9. "Desserts" in Distribution Fee Category 24 is deleted and remains in category 25.
10. Under Delivery requirements for land-based customers, the following language is deleted "... and March 8th respectively".
11. Under Submission Requirements, Factor I, sub-factor B, Past Performance, is updated to read as follows:

If an offeror has had any Government contracts, including, but not limited to any of its top five (5) selected dollar value contracts, the offeror must submit information regarding its performance against socioeconomic (i.e. Small Business) and Javits-Wagner-O'Day (JWOD) Entity Support goals as part of its past performance information. Furnish the following information for all Government contracts:

- i. Contracting Agency
- ii. Contract Number
- iii. Contracting Officer and Phone Number
- iv. Total Contract Dollar Value
- v. Socioeconomic performance, to include subcontracting goals* and actual socioeconomic subcontracting numbers for the 12 months of the contract immediately preceding January 1, 2008;
- vi. JWOD numbers for the 12 months of the contract immediately preceding January 1, 2008;

*Subcontracting goals, as a percentage of total contract dollar value, that were subcontracted to small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HubZone small business concerns. If an offeror has not had any contracts that contain socioeconomic/JWOD requirements, the offeror should include a statement to that effect and an explanation why that is the case.

Note: An offeror with no record of relevant past performance or for whom past performance information is not available may not be evaluated favorably or unfavorably. This agency's personal experience with the offeror (if any) in terms of past performance will be considered more significant than information provided by any other reference.

12. All references to "Distribution Fee(s)" are replaced with "Distribution Prices".
13. Romania is added as an Operational Deployment Zone under Zone 2.

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14. Crete is added as a Remote Area under Zone 2.

15. The following notes are added to the Caution Notice:

NOTE: The Defense Base Act (DBA) and the Longshore and Harbor Workers' Compensation Act, implemented through FAR Part 28, mandate that all United States government contractors and subcontractors at all tiers must obtain workers' compensation insurance for their employees working overseas, with certain exceptions not applicable here. The United States Department of Labor administers the DBA, ensuring that employers provide workers' compensation benefits for covered employees. The contractor must submit proof of a valid DBA insurance policy for the prime and their subcontractors at every tier prior to performance of the contract. It is the responsibility of the contractor to obtain and maintain such insurance during the entire performance period of the contract. Failure by the contractor or its subcontractors to comply with the provisions of the DBA may subject the contractor to extensive civil liability and criminal penalties. Detailed information on the requirements of the DBA and Longshore and Harbor Workers' Compensation Acts is available at <http://www.dol.gov/esa/owcp/dlhwc/lbdba.htm>. Any further questions should be directed to the Department of Labor, your legal advisor or a DBA insurance carrier.

NOTE: All cost associated with workers' compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act shall be allocated within the normal distribution price.

16. Category 42 is clarified as follows: When the UOM for spices is CO, CO will be equivalent to a CS, however; the case distribution price should be divided by the number of containers in a case. An example would be a distribution price of \$20.00 per case, each case having 4 containers. If the spices are sold by the CO in lieu of a full CS, the distribution price for those containers would be \$5.00.

17. Any reference to "Premium distribution prices" in the solicitation was omitted as it does not pertain to this requirement.

18. The date of DFARS Clause 252.212-7001 is changed from Nov 08 to Dec 08.

19. The date of DFARS Clause 252.225-7012 is changed from Mar 08 to Dec 08.

20. Under the "Health Certificates & Export Certification Requirements," D. (3) "Loss of Product during or resulting from detention" was deleted as it was repeated.

Section II

The charts presented at the pre-proposal conference held on February 3, 2009 are posted on <http://www.dscp.dla.mil/subs/pv/regions/europe/pveurope.asp>.

Q&A Europe and Central Asia Pre-Proposal Conference 2/3/09

Please be advised that all of the below questions were received from potential offerors before, during and after the pre-proposal conference (both in writing and orally). They are being published in Amendment 0002 and a forthcoming amendment.

1. Q. To confirm – single proposals for multiple zones (eg. Zones I and II combined) will not be accepted? Only individual proposals by zone will be accepted?

A. A single proposal for combined zones can be submitted by an offeror as an alternate proposal in addition to individual proposals per zone.

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2. Q. Will you provide historical or projected volume information (data) for each delivery site?
A. The solicitation already provides locations and delivery frequencies. At this time, DSCP does not intend to provide historical or project volume information for each delivery site.
3. Q. Will the process be the same for MWR items in terms of – same items as dining hall; same item selection process – use of MPAs etc.?
A. The MWR items may not be the same as dining hall facilities but if MPAs apply to both then the MPA price would apply.
4. Q. Will the same pricing requirements apply to produce procured by DSCP as applies to the PV – same definition of cost?
A. The DSCPE contract for produce has no bearing on this contract as it is a separate contract.
5. Q. MPAs – regional issues – If buy from close manufacturer, Smithfield, and MPA is negotiated from a distant manufacturer, Tyson, how will the prime handle the difference in inbound freight cost?
A. The prime vendor will collect the freight charges as part of their distribution fee and calculate the distribution fee accordingly.
6. Q. Is it less favorable to present an item alternative versus exact match?
A. Yes.
7. Q. On slide #37, field #11 indicates “1”. Shouldn’t it be “53”?
A. Yes, it has been corrected on the posted slides on DIBBS, Fedbizopps, and the Subsistence website.
8. Q. Do we need to specify “brand name” of items in the schedule of items?
A. Yes, the brand name should be on the quotes and invoices provided in the offeror’s proposals. If the schedule of items is brand specific it has been included on the description field in the spreadsheet.
9. Q. Are technical/specification certificates for manufacturers only required for mismatched items or for every item?
A. Technical/specification certificates for manufacturers are only required for mismatched items.
10. Q. The schedule of items does not specify the proper category to be assigned to each individual item. Is DSCP going to verify the distribution categories assigned to the items by the offeror?
A. No, DSCP does not plan on assigning distribution fees to the schedule of items.
11. Q. All indirect costs and profits are included in the distribution fee. What firewall does DSCP have to ensure that NAF products or their distribution are not paid with DSCP appropriated funds? This could result in an anti-deficiency violation.
A. Separate DoDAACs have been established to ensure the NAF products are being paid with the appropriate funds.
12. Q. Pg 64 – If DTS is not provided, PV must absorb delivery cost to the PV OCONUS distribution facility. How can PV estimate this cost? Does this result in contingency pricing? DSCP should consider making this event subject to “changes” clause.

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- A. The separate DTS costs are applicable to the "changes" clause.**
13. Q. Clarification today that zones require separate technical/cost proposals
- A. Yes, separate technical/costs proposals are required per zone.**
14. Q. Requirement to submit quotes/invoices for each item on the schedule of items.
- A. Yes, quotes and/or invoices are required for each item on the schedule of items.**
15. Q. Schedule of items has duplicated and requires clarification
- A. DSCP is currently reviewing and will advise via a future amendment.**
16. Q. To avoid confusion and assure full comparability between offerors can DSCP assign the distribution categories and provide them to all offerors?
- A. DSCP does not intend to assign the distribution categories on the schedule of items.**
17. Q. Please review the corrections to the handout pg 16, 29 and 42.
- A. Slide 16, the last bullet under heading "Freshest product available" was deleted as it was redundant of the first bullet on the slide, "Annual pack items, including seasonal items, products will be from latest seasonal pack available, unless approved in advance by the contracting officer. "Slide 29, under Addendum to FAR 52.213-2, the Para (a) last phrase was deleted "expanded to describe how tech & price proposals will be evaluated." Slide 42, on the Note: the word "quote" was deleted from the second sentence to read "The invoice submitted must be dated within thirty (30) days of the solicitation issue date." These corrections were updated on the posted presentation charts.**
18. Q. In reference to page 3 of the Solicitation (including Amendment 1), point 8, "Submit a list of warehouse locations that will directly support the proposed customers?"
Where should this list be included?
- A. This should be filled out under FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997) and in the Item Availability section of the solicitation.**
19. Q. In reference to page 57-58 of the Solicitation (including Amendment 1).
Romania is missing to the list of installations (nor is it included in the Operational Deployment Areas). Any particular reason?
- A. Romania was accidentally omitted but has been included per revisions contained within this amendment.**
20. Q. In reference to page 63 of the Solicitation (including Amendment 1).
The web link for the DSCP Food Defense Checklist is no longer valid. Please provide DSCP Food DefenseChecklist.
- A. When trying to access the DSCP Food Defense Checklist, please note there is an underscore in the hyperlink between fs and check which can not be seen due to the formatting of the hyperlink (http://www.dscp.dla.mil/subs/fs_check.pdf).**
21. Q. There are a number of contradictions in the solicitation concerning the length of the options. What is the exact length of the option periods? Two (2) available two-year option periods. OR Two (2) available 18 months option periods? (as stated pages 17, 53, 55, 56, 175, 176 and on the Synopsis of the solicitation on the DIBBS web site.

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A. Solicitation has been corrected via this amendment to state that there are two (2) 18 month option periods.

22. Q. In reference to pages 66 of the Solicitation (including Amendment 1).

2. *Product Price:*

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP's Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer's or grower's price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the distribution price.

What about the items that are bought in very limited amounts (e.g. 10 cs)? If they have to be bought directly from the manufacturer, there is a risk that:

a) the product will not get delivered for lack of volume b) the product will get delivered but the transportation cost will be extremely high since it will have to be spread out a limited number of cases.

These items are currently bought from resellers it would be in the customer's interest allowing the PV to continue this way.

A. The offeror should explain high prices as a result of low volume purchases attached to the invoice/quote provided in the business proposal.

23. Q. In reference to pages 67 of the Solicitation (including Amendment 1) how were the 40%, 30%, 30% percentages determined / calculated? What happens if MORE than 3 manufacturer's product is receipted prior to a catalog update?

A. The above is only an example if the prime vendor may have as many manufacturers as desired. The calculations represent the percentage of the inventory that comes from each supplier.

24. In reference to pages 68-72 of the Solicitation (including Amendment 1) missing a category for toiletries QCOG items?

A. The distribution category has been added via this amendment.

25. Q. In reference to pages 70 of the Solicitation (including Amendment 1) "Deserts" are in both Categories 24 & Category 25. Please clarify. Should "Desserts" be deleted from Category 24?

A. Yes, "desserts" in category 24 has been deleted via this amendment.

26. Q. Category 36 is "..Up to 500 "Count case.." Category 37 is ".from 1000 to 3000 Count case.." There is no Category for " From 501 to 999 count case" Can this category be added to the solicitation?

A. The category has been added to account for 501-999 count case via this amendment.

27. Q. In reference to pages 73-74 of the Solicitation (including Amendment 1)

C. *Data submission:*

1. Price changes for supplies or services that may be ordered shall be submitted to DSCP by 3:00 PM, local Philadelphia time, on the last **Monday** of each month via an 832 EDI Transaction Set.

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Does it mean that the prices will be changed only once per month instead of every 15 days as it is now?

A. Yes, price changes will be allowed in 30 day increments which differ from the current contract at 15 day increments.

28. In reference to pages 104 & 107 of the Solicitation (including Amendment 1)

Pg 104 **B. PRODUCT QUALITY**

[...]Products commonly sold "Chill" in the commercial market but required/identified as "frozen" in the DSCP item description (due to customer need and shipment to OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include but are not limited to: Hot dogs, bologna, bacon, deli meat(s), cooked ham(s), other cooked meat(s), and cheeses. These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the PV following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. The PV's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility.

Pg107 **A.MISCELLANEOUS FROZEN/CHILL/DRY ITEMS**

[...] Chilled products shall not be frozen in an attempt to extend the products' shelf life. The 2 above paragraph are contradictory. Please clarify.

A. This statement is to prevent PVs from freezing items purchased "Chilled" at the END of the manufacturer's recommended shelf life for a "Chilled" product. An item intended to be sold "Frozen" should be purchased frozen from the manufacturer. If a PV is not able to purchase an item "Frozen" from the manufacturer the PV must "Blast Freeze" the product (most PVs do not have a blast freezer) following the Regulatory Guidelines for the item and/or the manufacturer's "Freeze -by-Date."

We are attempting to prevent freezing of old chilled product and preventing "slow" freezing of chill items. These two practices degrades product quality and decreases the recommended shelf life for frozen products.

29. Q. In reference to page 126-127 of the Solicitation (including Amendment 1)

B. Land-Based Customers:

1. The PV shall stock items in sufficient quantities to fill all ordering activity requirements. Normal routine deliveries for Zones I and II shall be made within 48 hours after order placement. Order placement must be made before 12 noon to be considered ordered for the day. For example, orders placed before noon on March 1st for Zone I would have a required delivery date of March 3rd. Orders placed after noon on March 1st would have a required delivery date of March 4th and **March 8th respectively**. Exceptions may apply for remote areas.

Please clarify "... March 8th respectively." Respectively to what?

A. "March 8th respectively" has been deleted via this amendment.

30. Q. In reference to page 128-129 of the Solicitation (including Amendment 1)

How about Crete? Please add Crete to list if applicable.

A. Crete was added to the remote areas list via this amendment.

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31. Q. In reference to page 154 of the Solicitation (including Amendment 1)

Please clarify difference between point (2) and point (3). What is the difference?

A. Three (3) was a duplication of two (2) and hence was deleted via this amendment.

32. Q. In reference to pages 156 of the Solicitation (including Amendment 1)

Part b. (i) mentions separately submitting a Technical, Business AND a Socioeconomic Proposal.

What is meant by Socioeconomic Proposal? Is the Socioeconomic Proposal = Factors VI, VII, VIII of the Technical Proposal? If, so the Socioeconomic Proposal cannot be submitted separately. Please specify the requirements of the Socioeconomic Proposal.

A. Socioeconomic factors need to included in the technical proposal however, the contents should be labeled and separated within the proposal.

33. Q. In reference to pages 160 of the Solicitation (including Amendment 1)

Please clarify; "It must be clearly incorporated by reference in each additional proposal." Is the below what is required?

Schedule of Items – Proposal Zone 1

Schedule of Items – Proposal Zone 2

Schedule of Items – Proposal Zone 3

A. Yes.

34. Q. In reference to pages 162 of the Solicitation (including Amendment 1)

What is the difference between Sub-factor C, Socioeconomic Considerations of Factor I of the Technical Proposal AND Factor VI of the Technical Proposal?

A. Under factor 1 Experience/Past Performance, Sub-factor C, Socioeconomic Considerations will be evaluated under factor 1 as part of the offeror's overall experience and past performance whereas, under Factor VI, Socioeconomic Considerations will be compared to other offerors. The offeror with the highest goals, dollar figures and percentages of participation from the various small businesses will receive the highest rating.

35. Q. In reference to pages 167 of the Solicitation (including Amendment 1), Factor VI, Socioeconomic Considerations, reads "All Factor VI Socioeconomic Considerations information shall be submitted in written form for each proposal despite duplication to be considered complete for evaluation."

Does the above mean we need to provide, one copy for Technical Proposal? And one copy for Business Proposal?

A. No, this Factor VI, Socioeconomic considerations needs to be included in each technical proposal per zone if offeror is offering on multiple zones albeit the information may be duplication.

36. Q. In reference to pages 175 of the Solicitation (including Amendment 1).

D. Option Prices

B. If an offeror does not submit option term prices for the distribution portion of the price, the offeror's proposal may be rejected. Option term price increases or decreases are to be expressed as a percentage increase or decrease from the base/previous option

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period. Option term price increases or decreases must be specified for both normal and premium distribution prices. Please clarify the term "...premium distribution price"

A. Premium distribution price does not relate to this solicitation and was accidentally included. Per this amendment the "premium distribution price" language was omitted.

37. Q. Are there any preferred paper & binder format for the proposals? Would A4 paper (i.e. European standard paper) be acceptable?

A. A4 paper will be acceptable for the proposal submissions.

38. Q. In reference to the WAR TIME CATALOG file; Subsistence_Solicitation_SPM300-07-R-0004.xls On tab "Instructions"

- For 0-45 days - include inventory and due-ins (product enroute and on order). Can you confirm value includes ; inventory, en-route & on order?

What is the purpose of including the "on order" quantities?

A. This is to confirm that for day 0-45, we normally would like the contractor's to include inventory, due-ins (product enroute and on order). The rationale is to gain an accurate account of available quantities that the contractor has access to within the first 45 days. DSCP suggests that the contractor include these variables, but this is not mandatory. They should only put the quantities they are comfortable with.

39. Q. On tab "Instructions" For each 30 day increment - determine the maximum product availability - Can you confirm the value includes; inventory, en-route & on order?

A. For each 30 day increment, the contractor should determine the maximum product available. There would be no need to include product enroute and due ins. DSCP needs to know the maximum quantities that would be available to the government during each 30 day increment. It is more or less assumed that the contractor has time to contact their supplier and receive the order, etc. by day 46 to day 225.

40. Q. On the "Catalog Data" tab, the following information is missing In reference to the WAR TIME CATALOG file; Subsistence_Solicitation_SPM300-07-R-0004.xls. Please specify.

a. For CSN : 8920-01-E19-3246 ;Description and UOI?

A. CSN 8920-01-E19-3246 - Pancake Mix, No. 10 Can

b. For CSN : 8940-01-418-2700 ;Description and UOI?

A. CSN 8940-01-418-2700 - Beans, Refried, No. 10 Can

c. For CSN : 8915-01-E21-0229 ;UOI ?

A. CSN 8915-01-E21-0229 - Potatoes, White, Fresh, Pound

The above CSN descriptions and UOI information will be reflected in the solicitation spreadsheet.

41. Q. Reference solicitation page 152, Section I, General Information, it states that: "For offerors submitting proposals on more than one zone, technical information pertaining to each zone should be clearly labeled as to the vendor and zone." Questions: For offerors planning to submit proposals supporting more than one zone, such as Zones I and III, are separate technical and cost proposals required for each zone proposed? Could offerors submit alternative proposals combining zones?

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A. Yes, offerors must submit separate technical and cost proposals for each zone although it may be duplicated however offerors may also submit alternative proposals combining zones.

42. Q. Regarding page 66 of the solicitation, under Notes it states. "Offerors are advised that there are currently no established DTS routes for Zone III. Therefore, distribution fees offered for Zone III must include the cost of commercial transportation. If/when reliable DTS routes become available, distribution fees will be renegotiated with the awardee." Question, Supporting Zone 3, where should the contractor plan on starting commercial transportation? (i.e. CONUS or OCONUS?). If OCONUS, is there is a specific country identified, such as Germany, Turkey, or multiple locations?

A. There is no country identified but the commercial transportation in the contractor's plan should start from OCONUS.

43. Q. On page 137 of the solicitation, regarding Emergency Orders. Is there an identified minimum dollar order amount?

A. No, the frequency of emergency orders are 2 per month per customer.

44. Q. On page 57 of the solicitation states that: "Joint Chiefs of Staff (JCS) Logistics Exercises – The contractor must have the ability to support short term surges in demands, which may increase two times the estimated demand. There may be occasions where large increases in quantity will be necessary for short periods of time and on short notice. An example of a surge situation would be an increase in military feeding of 200% over peacetime demand for a period of up to 30 days. Normally, there is advance notice as to when exercise surges will occur." Question: Is the surge demand defined as two times the estimated demand or 200%?

A. The surge demand is defined as two times the estimated demand.

45. Q. Our company will not be and offeror but will be a subcontractor of an offeror. So today I am writing to you to know if the status of small business concern applies also to non US companies in order to be evaluated by DSCP for the award of the contract. Is status of small company concern relevant for your valuation of the offeror offer? Our company is Italian.

A. No

46. Q. Question on whether an MPA is offered on one product for \$.98/LB, but that mfg has a high freight charge when another mfg will sell the same product for \$1.00/lb but has a lower cost on freight must the PV still go to the MPA holder and possible lose money.

A. The same item will likely have more than one MPA and this should not be an issue.

47. Q. How many MPAs are currently in place?

A. Currently have 3 in place, but 80 or 90 are in the queue to be signed.

48. Since the offerors have not been provided any info on the MPA contracts, there is a concern that since an MPA could act as guaranteed business, then what interest would the MPA holders have in shipping the freshest or best quality products to the SPV that is buying off of the MPA.

A. It was explained that freshness has nothing to do with the MPA agreements. In terms of what brand is required nothing will change as to how the PV contracts work now, with the services selecting what items they require. It was further explained that if the item is not hard spec, any of the

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MPAs that exist for an item can be used and if there is a freshness issue it will be dealt with in the same manner that it is now.

49. Q. Question on rebates and visibility of discounts.

A. This will be per the conditions of the rebate clause. It was explained that the offerors should provide DSCP with discounts/rebates that are being provided to them; if there is a discount, there has to be visibility. If the manufacturer is not offering the vendor a discount, the offeror can state that a discount based upon volume, weight, etc. is not being supplied.

50. Q. Question on SDDC carriers in Zone 3.

A. In the offerors' proposals they will identify where the carrier will drop off the containers and this will be considered point-point service from the consolidator's location. From there, the items will be transported to the Manas GOCO.

51. Q. Question on the number of items in the market basket, offerors were interested in a possible way to consolidate this.

A. The number of items in the schedule of items is dependent upon customer requirements and was already attempted to be cut as much as possible.

52. Q. Solicitation was posted on December 30, 2008. Schedule of items was only provided on the 26th of January 2009. Any particular reason behind this delay? In addition, could you please provide details for each field?

A. Not at liberty to discuss delay and details of each field are as follows:

-1st column: Line Item just indicates the number order as it is listed on the - spreadsheet.

-2nd column: The stock number indicates the corresponding National Stock Number/Local Stock Number.

-3rd column: Item description provides the DSCP catalog description of the item to include the brand if specified.

-4th column: Unit of Issue is the way customer purchases the item from DSCP catalog.

-5th column: Estimated 2 year quantity, is based on the previous 2 years customer usage.

-6th column: The offeror will populate with a Y/N for whether a commercial invoice is provided indicating commercial inventory is stocked customarily for commercial customers.

-7th column: specific unit match, the offeror will indicate whether the offered item matches the UOI.

-8th column: I or Q indicate whether the document provided is an invoice or quote.

-9th column: UOM is the unit which the contractor purchases the item from the manufacturer.

-10th column: I/Q delivered price, is the product price of the item as reflected on the invoice/quote.

-11th column: UOI/UOM is the purchase ratio factor of the unit of issue divided by the unit of measure.

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- 12th column: **Distribution Price Category number, is the corresponding category number pertaining to the item**
- 13th column: **UOM Distribution Price is the corresponding distribution fee.**
- 14th column: **the UOM option 1 distribution percentage change**
- 15th column: **UOM option 1 Distribution Price is already calculated depending on the offeror populated data.**
- 16th column: **UOM option 2 distribution percentage change from the Option 1 distribution price.**
- 17th column: **UOM option 2 Distribution Price is already calculated depending on the offeror populated data.**

53. In reference to page 76, point 4 of the solicitation (including Amendment 1), What about partial vans?

A. DSCP is discussing with DTS to receive guidance in terms of minimum booking requirements (weight and cube).

54. In reference to pages 74-75 of the Solicitation (including Amendment 1):
The contractor may retain Early Payment discounts that meet the following conditions:

1. the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
2. the Early Payment discount is consistent with commercial practice;
3. the Early Payment discount is routinely given by the suppliers to customers other than the PV at the same discount rate and under the same conditions as provided to the PV;
4. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate or in exchange for a higher invoice price;
5. the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and
6. the contractor actually made the required payment within the time period required to receive the discount.

Do all the criteria need to be met?

A. Yes, all criteria must be met if Early Payment discounts apply.

55. What is the difference between Sub factor A "Experience" and sub factor B "Past Experience".

A. The language has been revised in the solicitation via this amendment.