

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 56
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 9 June 2011		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111		7. ADMINISTERED BY (If other than Item 6)	
CODE		SPM300		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. SPM300-11-R-0063 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 26 April 2011 10A. MODIFICATION OF CONTRACT/ORDER NO.  <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE 3H194		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. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

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

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.)**

The closing date for Solicitation SPM300-11-R-0063 is hereby extended to July 13, 2011, 3:00 PM EST.

Additional details of this Amendment are provided on the following pages.

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 SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

**Page 8, Caution Notice:**

Add the following:

Number	Reminder	Check
13	Submit a list of all your affiliates / subsidiaries / partially or wholly-owned companies that will be utilized for this contract.	

**Page 75, D. Product Transfers:**

Add the following:

At the Contracting Officer's discretion, a contractor may make internal transfers if they hold multiple prime vendor contractors. The receiving contractor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to the selling contractor's product price plus the receiving contractor's distribution price.

**Page 75, E. Inventory & Warehouse Management:**

Add the following:

NOTE 1: The 90,000 pallet requirement includes bottled water. It is estimated that the contractor will be required to maintain a minimum of 525,000 cases of bottled water.

NOTE 2: The minimum of 60 days of supply applies only to contractor-owned product.

**Page 76:**

Delete:

The contractor will be required to provide life support for the CORs. This support will provide for, but is not limited, to the following support items: cell phones, non-tactical, up-armored vehicles, security from one part of the warehouse to another, etc. It is estimated that this support will be priced at approximately \$100,000 per year.

Substitute the following:

The contractor shall provide safe, secure, and clean working and living conditions for the CORs at the contractor's main OCONUS distribution facility(ies).

The contractor shall provide the following for each COR, at a minimum:

- 3 meals per day consistent with that provided its own personnel
- Bottled water available at all times
- Weekly laundry services
- A fully equipped single room with Air Conditioning and Heating, Refrigerator, Desk, Chair, Bed, Mattress, Wall Locker, Television, and DVD Player
- Basic satellite television access in the COR's room
- A private bathroom
- A recreation area for use by the COR
- Internet access in the COR's room
- Room supplies to include, but not limited to, linens, towels, and blankets
- A cell phone
- Cell phone cards for Roshan cell phones for COR's use. These phone cards are for official government business use.

In addition, a non-tactical, up-armored vehicle must be provided for each OCONUS distribution facility(ies) as well as a diesel fuel allowance not to exceed \$250.00 per month.

It is estimated that this support will be priced at approximately \$300,000 per COR per contractor's main OCONUS distribution facility.

**Page 77, 1. Customer Service Representative (CSR) Program:**

Delete:

The contractor CSR is of utmost importance to the success of Subsistence Prime Vendor (SPV) operations. The contractor shall treat the Government as one of their best customers therefore; any favorable treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract. The contractor CSR serves as the first-line of interface with customers. All customer interfacing contractor personnel that are required to communicate in any way with the customer and DLA are required to use and be proficient in English. Contractor customer service management must have the authority to make decisions to support effective and timely support operations within the context of normal contractual requirements. The contractor will ensure that communications concerning delivery order actions, issues, and concerns are funneled appropriately as required from and to the respective customer, the applicable military logistics commands, and DLA. The contractor will include DLA on all day-to-day correspondence and communications between the customer and contractor within the context of the contract (i.e. normal Delivery Order action such as substitutes, dispatch notices, invoicing, customer service feedback, normal Class I problem resolution actions, etc.). The contractor will divert and escalate issues that are not within the scope of the contract directly to the DLA Troop Support Contracting Officer. Contractor managers may be required to visit the Contracting Officer at DLA Troop Support on a semi-annual basis to discuss contract-related matters.

Substitute the following:

The contractor CSR is of utmost importance to the success of Subsistence Prime Vendor (SPV) operations. **Customer Service Representatives are full-time positions. These employees should have no other duties and responsibilities.** The contractor shall treat the Government as one of their best customers therefore; any favorable treatment and/or customer service policy given to other accounts shall also be given to the customers covered under this contract. The contractor CSR serves as the first-line of interface with customers. All customer interfacing contractor personnel that are required to communicate in any way with the customer and DLA are required to use and be proficient in English. Contractor customer service management must have the authority to make decisions to support effective and timely support operations within the context of normal contractual requirements. The contractor will ensure that communications concerning delivery order actions, issues, and concerns are funneled appropriately as required from and to the respective customer, the applicable military logistics commands, and DLA. The contractor will include DLA on all day-to-day correspondence and communications between the customer and contractor within the context of the contract (i.e. normal Delivery Order action such as substitutes, dispatch notices, invoicing, customer service feedback, normal Class I problem resolution actions, etc.). The contractor will divert and escalate issues that are not within the scope of the contract directly to the DLA Troop Support Contracting Officer. Contractor managers may be required to visit the Contracting Officer at DLA Troop Support on a semi-annual basis to discuss contract-related matters.

**Page 85, 7. Private Convoy Security:**

Delete:

a. Private Convoy Security is authorized for the existing contract; however, any award made against this solicitation will require new authorization. Comprehensive Private Convoy Security services, which the contractor is required to provide, include: vehicles, convoy commanders, guards, regional LNO's 24 hour operation center, critical incident and medical response teams and live feed Command and Control and Situation Reporting.

b. Should the Government of Afghanistan change Private Convoy Security requirements, and in order to monitor current issues and announcements, the contractor shall refer to the following International Security Assistance Force (ISAF) website for details of such changes:  
<http://www.isaf.nato.int/>.

c. The contractor shall submit to DLA Troop Support Individual Arming Packages for all the Private Convoy Security staff in accordance with CENTCOM Policy.

d. All personnel data must be input by the contractor into the Synchronized Pre-deployment and Operational Tracker (SPOT) system and the Biometric Automated Toolset System (BATS), IAW CENTCOM guidance. Submit SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com. The POC for BATS information will be provided post award.

e. The contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

f. Prior to initial departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support Contracting Officer Representative the process that will be used to ensure integrated communications between the customer, the military base and contractor's private security team.

g. Prior to departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support -COR's a Convoy Status Report. This report must also include the names of the Private Security Force employees that will be working the convoy.

h. Currently, there are four (4) threat levels in the Afghanistan Area of Responsibility (AOR). Each respective threat level will be used in the assessment by the contractor when determining how many guards, drivers, and security vehicles will be required for each truck in the convoy. The four (4) threat levels are defined as follows:

**T1:** Low risk of terrorist attacks

**T2:** General risk of terrorist attacks

**T3:** Elevated risk of terrorist attacks

**T4:** Severe / High risk of terrorist attacks

i. There is also a fundamental requirement to ensure that Private Convoy Security services are provided by a fully-licensed and law-abiding company, inclusive of both an Operations and Business license issued by the Government of Afghanistan, with the requisite oversight and management to successfully undertake the level of compliance required by the governments of Afghanistan and the United States.

Substitute the following:

a. Private Convoy Security is authorized for the existing contract; however, any award made against this solicitation will require new authorization. Comprehensive Private Convoy Security services, which the contractor is required to provide, include: vehicles, convoy commanders, guards, regional LNO's 24 hour operation center, critical incident and medical response teams and live feed Command and Control and Situation Reporting.

b. Should the Government of Afghanistan change Private Convoy Security requirements, and in order to monitor current issues and announcements, the contractor shall refer to the following International Security Assistance Force (ISAF) website for details of such changes:  
<http://www.isaf.nato.int/>.

c. The contractor shall submit to DLA Troop Support Individual Arming Packages for all the Private Convoy Security staff in accordance with CENTCOM Policy.

d. All personnel data must be input by the contractor into the Synchronized Pre-deployment and Operational Tracker (SPOT) system and the Biometric Automated Toolset System (BATS), IAW CENTCOM guidance. Submit SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com. The POC for BATS information will be provided post award.

e. The individual arming packages must be submitted no later than 60 days after award notification.

f. The contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

g. Prior to initial departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support Contracting Officer Representative the process that will be used to ensure integrated communications between the customer, the military base and contractor's private security team.

h. Prior to departure of convoys which employ Private Convoy Security, the contractor is required to submit to the DLA Troop Support -COR's a Convoy Status Report. This report must also include the names of the Private Security Force employees that will be working the convoy.

i. Currently, there are four (4) threat levels in the Afghanistan Area of Responsibility (AOR). Each respective threat level will be used in the assessment by the contractor when determining how many guards, drivers, and security vehicles will be required for each truck in the convoy. The four (4) threat levels are defined as follows:

**T1:** Low risk of terrorist attacks

**T2:** General risk of terrorist attacks

**T3:** Elevated risk of terrorist attacks

**T4:** Severe / High risk of terrorist attacks

j. There is also a fundamental requirement to ensure that Private Convoy Security services are provided by a fully-licensed and law-abiding company, inclusive of both an Operations and Business license issued by the Government of Afghanistan, with the requisite oversight and management to successfully undertake the level of compliance required by the governments of Afghanistan and the United States.

**Page 86, 9. Inbound Transportation from the Southern Caucasus / Central and Southern Asian States (SC / CASA) (Shipment of product from SC / CASA to the contractor's OCONUS distribution facility):**

Add the following:

The following SC / CASA-based companies are listed in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement – CENTCOM:

**Coca-Cola Almaty Bottlers**

Alias:

Kok-Ozek Producers Co-operative

Plant Address:

Gogol/Baizakov Sts  
Karasai District, Almaty Area, Kazakhstan

Mailing Address:

211 Gogol Street  
Almaty City, Kazakhstan 480096

Phone Number:

+7 (727) 296 1010, +7 (727) 250 7679, +7 (727) 296 1024

E-mail rahat\_syzdykov@cci.com.kz

www.coca-cola.kz

Approved for:

juices (UHT), soft drinks, & water (bottled)

**C J S C Coca Cola Bishkek Bottlers**

Plant Address:

69 Lushihina Street  
Bishkek 720027, Kyrgyz Republic

Phone Number:

+966 (312) 357141, Fax +966 (312) 357136

E-mail ccbb@cci.com.kg

Approved for:

soft drinks & water (bottled, non-carbonated only)

**Tattuu LLC**

Plant Address:  
Jibek-Jolu 288  
Bishkek 720011, Kyrgyz Republic

Phone Number:  
+996 (312) 30 48 01, +996 (312) 37 62 07, Fax +996 (312) 30 45 89  
E-mail [tattuuasel@mail.ru](mailto:tattuuasel@mail.ru)

Approved for:  
biscuits, candies, cookies, marshmallows, sweets, & waffles

**InterSok**

Plant Address:  
Daryo Boyi Street  
Yuzhnaya Promzona, Sergeli District  
Tashkent 100154, Uzbekistan

Phone Number:  
(99871) 120-37-37, 120-37-38  
E-mail [office@intersok.com](mailto:office@intersok.com)  
[www.intersok.com](http://www.intersok.com)

Approved for:  
juices & nectars (UHT)

**Makiz Baraka LLC**

Plant Address:  
Building 64, Noraztepa Street  
S. Rakhimov District  
Tashkent 100072, Uzbekistan

Phone Number:  
+(998 71) 248-58-43, Fax +(998 71) 248-58-44  
E-mail [azimaliev@mail.ru](mailto:azimaliev@mail.ru), [nur.makiz@mail.ru](mailto:nur.makiz@mail.ru)

Approved for:  
pasta products (dry, non-egg-based, non-meat & non-cheese filled)



**Nestle Uzbekistan, LLC**

Plant Address:  
216 Margilanskaya Street  
Namangan City 116011, Uzbekistan

Mailing Address:  
111 A. Buyuik Ipak Yuli Str, 700077  
Tashkent, Uzbekistan

Phone Number:  
+9-9871-141-35-01, Fax +9-9871-141-35-04  
E-mail marat.rustamov@uz.nestle.com

Approved for:  
milk (UHT) & water (bottled, non-carbonated)

**Page 87, 9. Inbound Transportation from the Southern Caucasus / Central and Southern Asian States (SC / CASA) (Shipment of product from SC / CASA to the contractor's OCONUS distribution facility):**

Delete:

- d. The COR will forward the documents, along with a Customs Clearance Request (CCR) Memo to the United States Embassy.

Substitute the following:

- d. The COR prepares an original Customs Clearance Request (CCR) Memo, scans an electronic copy to the United States Embassy, and provides the original CCR Memo with the remainder of the packet back to the shipping agent, who physically carries the packets to the United States Embassy themselves.

**Page 87, 10. The Afghanistan First Program:**

Add the following:

The following Afghanistan-based companies are listed in the Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement – CENTCOM:

**Afghanistan Beverage Industries Ltd.**

Alias:  
ABI

Plant Address:  
Pul-i-Charkhi Industrial Park  
Kabul, Afghanistan

Phone Number:  
+93 0798888013  
E-mail [cgalloway@abi-af.com](mailto:cgalloway@abi-af.com)

Approved for:  
ice & water (bottled)

**Aria Water Plant**

Plant Address:  
Adjacent to Bagram Air Base  
Bagram, Afghanistan

Mailing Address:  
AZ Corp.  
New Bagram Road, 4th Street  
Kabul, Afghanistan

Phone Number:  
+937063333/+93707079582  
E-mail [ezellemarize@ariawater.com](mailto:ezellemarize@ariawater.com)  
[ariawaterplant.webs.com](http://ariawaterplant.webs.com)

Approved for:  
water (bottled)

**Habib Gulzar Beverages Ltd.**

Plant Address:  
Bagrami Industrial Zone  
Bagrami Road  
Kabul, Afghanistan

Phone Number:  
93 (0) 77 333 3500, 93 (0) 78 870 0002, 93 (0) 78 877 0100  
E-mail levent.alcin@hgblaf-gulzar.com

Approved for:  
soft drinks (including Burn energy drink) & water (bottled)

**Surkhrod Packhouse**

Plant Address:  
Sultanapur Village  
Surkhrod District, Nangarhar Province, Afghanistan

Phone Number:  
077-210-500532  
E-mail Noor\_Alam@dai.com

Approved for:  
fruits & vegetables (fresh processing, storage, & distribution)

**Pages 94-95, E. Product Protection / Food Defense:**

Add the following:

The contractor shall not use food product arriving in a container where there is evidence that someone had unauthorized access to the load. Product in containers that arrive with broken or missing seals will be rejected in its entirety.

**Page 100, XI. Pricing, B:**

Delete:

The Category Distribution Price List (Attachments 1 and 3) and the Schedule of Items (Attachments 2 and 4) is designed for the submission of all distribution and product pricing. It is mandatory that all contractors submit distribution pricing and product pricing in this format.

Failure to submit the distribution and product prices using Attachments 1 through 4 may result in the rejection of the contractor's entire proposal.

Substitute the following:

The Schedule of Items (Attachments 1 and 3) and the Category Distribution Price List (Attachments 2 and 4) is designed for the submission of all distribution and product pricing. It is mandatory that all contractors submit distribution pricing and product pricing in this format. Failure to submit the distribution and product prices using Attachments 1 through 4 may result in the rejection of the contractor's entire proposal.

**Pages 102 and 200:**

Delete:

<http://www.dscp.dla.mil/subs/support/mpa/mpa.asp>

Substitute the following:

<http://www.dscp.dla.mil/subs/support/mpa/index.asp>

**Page 117, I. ORDERING SYSTEM – Subsistence Total Order & Receipt Electronic System (STORES) :**

Add the following:

J. Contractors are permitted to request no more than one (1) Special 832 transaction per week. All Special 832 transactions must be approved by the Contracting Officer.

**Page 132, IV. Rejection Procedures, D:**

Delete:

In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA Troop Support Contract Specialist.

**Page 140, VIII. Emergency Orders, A.:**

Delete:

The Contractor must be able to receive and process delivery orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week. The contractor will provide a minimum of two “emergency” orders (excluding mobilization actions) per month per customer at no additional charge (i.e., standard distribution price applies). Emergency orders are those that are required outside normal delivery schedules.

Substitute the following:

The Contractor must be able to receive and process delivery orders on any day of the week to include holidays. Delivery days and times are not restricted and may be every day of the week. The contractor will provide no more than two “emergency” orders (excluding mobilization actions) per month at no additional charge (i.e., standard distribution price applies). Emergency orders are those that are required outside normal delivery schedules. All emergency orders must be approved by the Contracting Officer.

**Pages 166 to 167:**

The paragraph below has been revised as follows:

Invoices should reflect prices effective within forty-five (45) days prior to the date specified for receipt of offers (initial or revised, whichever is later). If invoices are not available for that time period, a quote should be obtained and submitted. Each quote / invoice must be presented in the following manner:

- i. Detailed on original manufacturer or grower company letterhead
- ii. Date price quote was supplied
- iii. Time period price quote is effective
- iv. Item description/part number/stock number
- v. Quantity covered by price quote (**Forty-foot (FEU) truck load pricing is required**)
- vi. Item price per unit of measure
- vii. NAPA discount amount, if applicable (**Net of NAPA pricing is required**)
- viii. FOB terms (**FOB Origin terms are required**)

- ix. Manufacturer or grower point of contact, including name, title, address and phone number
- x. Payment Terms (Early payment discount no more than 2% / Early payment required within 10 days to obtain discount)
- xi. Identify Point of Importer for all Fresh Fruits and Vegetables and Local Market Ready items.**

**Note: In response to the solicitation, DLA Troop Support received the following questions from offerors and pre-proposal conference attendees. This amendment includes the questions as submitted with no changes, corrections, or verifications. DLA Troop Support does not attest to the accuracy of the facts or information contained within the questions.**

**Private Label**

- 1. What constitutes a Private Label Holder? Can you provide an example?

**DLA Troop Support Response:** A private label holder is an entity that places its brand name on a product that it does not necessarily manufacturer, i.e., Shop Rite Brand Corn Flakes Cereal.

**Defense Transportation System (DTS)**

- 2. As 90% of FF&V produce is imported into the region, and there is no DTS system available, who will pay for the freight for bringing FF&V into the region?

**DLA Troop Support Response: The Subsistence Prime Vendor pays as part of its Non-Standard Distribution Price.**

- 3. Will the Contractor have any input to the new USC07 in terms of Carrier liability, detention charges etc or will the Contractor have to live with and take the risk of whatever future changes are made between the Carriers and Transcom?

**DLA Troop Support Response: The contractor will not have input into the terms of USC 07. During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s).**

4. Is the Contractor expected to base its bid on USC06 when the USC in force at the time of commencement of the SPV contract will be USC07 with different terms and rates?

**DLA Troop Support Response: During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s). DLA Troop Support anticipates that attachments 8 and 9 will remain in effect.**

5. Page 92 - For Non-DTS shipments, the Prime Vendor will be responsible for all customs clearance from the point of debarkation through to the Prime Vendor's OCONUS facility(s). What does DLA consider as a Non-DTS shipment?

**DLA Troop Support Response: DLA determines a Non-DTS shipment to be one for which the Government has no rates and routes currently available.**

6. In a number of situations the USC carriers are not liable for such events as insurgent attacks and political border closures. Will the Contractor assume this risk?

**DLA Troop Support Response: During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s). The Government is not responsible or liable for any loss or damage to the contractor's products shipped through or under the DTS.**

7. Apart from USC rates will SDDC have its Transportation Brigades (595th or 598th) establish rates with carriers by putting Global Freight Management (GFM) in place its provide Contractors with another means of DTS transportation support?

**DLA Troop Support Response: DLA Troop Support has requested that rates be established. As of now, rates have not been finalized. DLA Troop Support is not the responsible authority for establishing rates with Carriers.**

8. If TRANSCOM puts USC rates in place for the Southern Caucasus and Central and Southern Asian States would it not be the responsibility of the Carrier not the Prime Vender to accomplish customs clearance from point 2 point?

**DLA Troop Support Response: It will be the Carrier's responsibility.**

9. Page 89 DLA Troop Support has been advised by USTRANSCOM that the average “Point to Point” delivery time to Afghanistan is sixty (60) days (to cities such as: Bagram, Kabul, Herat, Kandahar, and Shindad). NOTE: Add an additional 30 days average for containers crossing the Chaman border. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport. Any claims for cost relating to delays in transportation or other transportation-related issues lie against the USTRANSCOM contract carrier. The Government has no Liability for late delivery or damage to goods in transit. The terms and conditions of the USTRANSCOM contract with the designated carrier govern carrier liability for any loss or damage to products during “Point to Point” transportation, and the contractor is solely responsible for developing and presenting any claims for delay, loss, or damage to the USTRANSCOM designated carrier, which is solely responsible for any liability. The contractor is cautioned that in some instances the USTRANSCOM contract carrier may have limited or no liability under the terms of the USTRANSCOM contract (see B. Insurance/Liability and Claims, below). Current USC06 and Draft USC 07 seems to place all liability for all port costs on the SPV and DLATS. Will DLA-TS work with TRANSCOM to gain clarity in the new USC 07 to ensure the SPV is only held liable when it is the fault of the SPV and mutually shared by (TRANSCOM, Carrier, PV, and DLA) when it is not? This is an important issue with respect to the amount of risk taken on by the SPV.

**DLA Troop Support Response: During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor’s geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s). The Government is not responsible or liable for any loss or damage to the contractor’s products shipped through or under DTS. The contractor bears the risk of any port costs in connection with the Prime Vendor contract.**

10. Page 90 During the implementation phase as defined in the solicitation, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). The purpose of such an agreement is to establish a working relationship with the USC contractor(s) in order to facilitate the transportation of product and to establish points of contact in order to resolve any issues that may arise during the performance of this contract. Such an agreement shall address issues such as claims processing and dispute resolution for losses and damage to contractor cargo by the USC carrier(s) and for the resolution of claims by the USC carrier(s) against the contractor for detention of carrier containers, port storage for detained containers, and maintenance provided by a carrier for detained refrigerated containers. The contractor shall pay the USC



carriers directly for any detention, port storage or maintenance charges incurred by the contractor and the USC carrier(s) shall pay the contractor directly for any charges for loss/damage to contractor cargo incurred by the USC carrier(s). The contractor shall provide to the DLA Troop Support Contracting Officer a copy of such agreement, as well as, any contact information that it receives from the USC contractor(s). The contractor shall update this information as necessary and provide the Contracting Officer with any changes made to such agreement. The contractor claims procedure developed for handling any claims between the contractor and the USC contractor(s) shall be provided to the DLA Troop Support Contracting Officer. During the implementation phase, as defined in the solicitation, the contractor shall contact the USTRANSCOM designated carrier(s) for the routes within the contractor's geographical responsibility. The contractor shall copy the DLA Troop Support Contracting Officer with the contact information that it receives from the carrier(s) and shall update this information as required. During this implementation phase, the contractor shall develop a claims procedure for the handling of any claims that may arise between the contractor and the carrier(s) for the products shipped by the carrier(s). This procedure shall be the basis for the resolution of any claims for loss or damage, as well as any other issues that may arise. A copy of this procedure, and any changes or updates, shall be promptly furnished to the DLA Troop Support Contracting Officer. In 2010 alone initial claims notification were raised for more than 400 containers and in the 1<sup>st</sup> quarter of 2011 the number has exceeded 200. Will the Contractor be taking all risks for damage and losses to inbound containers to the extent this cannot be recovered from the USC Carriers?

**DLA Troop Support Response: Yes, the Contractor bears the risk. During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s).**

11. Is the Contractor expected to pay all Detention Charges for containers when they are shipped under the government's system? How can this be enforced if Pg 92, C. states that USTRANSCOM will be responsible for all customs clearance? Why is the Prime Vendor held responsible for items clearly out of its control? Will DLA TROOP SUPPORT consider either to increase the 10 day time period or to have the clock to start once the container has been cleared?
12. **DLA Troop Support Response: DLA Troop Support will not consider increasing the 10 day time period. The contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective**

**ocean carrier(s).** Will DLA TS take steps to ensure that the USC carriers are liable or will this solely be the risk of the Contractor?

**DLA Troop Support Response:** During the implementation phase, the contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s). The Government is not responsible or liable for any loss or damage to the contractor's products shipped through or under the DTS.

13. Why does the government not have any liability for loss or damages in transit as the government is specifying the transit method?

**DLA Troop Support Response:** The contractor shall enter into an agreement and work with the USC carriers handling routes within the contractor's geographical responsibility to develop a claims process involving the contractor and the USC contractor(s). Attachments 8 and 9 of USC 06 are provided for guidance. However, the final written agreement, and the contract terms established therein, is between the Prime Vendor and the respective ocean carrier(s). The Government is not responsible or liable for any loss or damage to the contractor's products shipped through or under the DTS.

### **Contract Administration**

14. Previous statements from DLA Troop Support indicate no intention to extend the submission deadline. In the interest of encouraging competition, will DLA consider revisiting this?

**DLA Troop Support Response:** If DLA Troop Support determines the submission deadline should be extended, it will notify all offerors via an amendment to the solicitation.

15. Please clarify how an order placed on the last day of an option period can be completed within that period.

**DLA Troop Support Response:** Orders must be placed during the contract period. Performance/delivery could take place after the contract expiration date. Note, this contract requires Tiered Pricing Periods, not Option Periods.

16. Page 27 (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries. The Afghan Government has for years not been willing to issue sufficient number of visas to support the PV contract and is not willing to issues visas to national from India, Nepal, Philippines, many African and other nations. How

will DLA-TS view this situation going forward and is DLA-TS of the view that this is a visa requirement for Contractor staff when in Afghanistan?

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011) is not ambiguous and therefore should be construed based on the plain meaning of the clause language.**

17. Will the Contractor be allowed to have Pilipino staff working on the contract in Afghanistan given the current CENTCOM memorandum dated 17 September 2010 regarding Employment and Repatriation of Third Country Nationals?

**DLA Troop Support Response: The Contractor shall comply with, and shall ensure that its employees and its subcontractors are aware of and obey . . . orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations, fragmentary orders, instructions, policies and directives.**

18. Will the Contractor be obliged to obtain visa for all staff even though this is not a requirement under the Military Technical Agreement and the Afghan Government is not willing to issue visas?

**DLA Troop Support Response: At the contractor employee's and/or contractor's expense, the contractor employees shall obtain all passports visas, badges or other documents necessary to enter and/or exit any area(s) identified by the contracting officer.**

19. Reference: Page 77. Question: Can the required amount of CSRs overlap responsibilities?

**DLA Troop Support Response: Customer Service Representatives are full-time positions. These employees should have no other duties and responsibilities. Refer to pages 77-78 in the Statement of Work.**

20. Reference: Page 96. Question: The solicitation states that contractors would need to supply a plan obtaining CACs within 30 days of award. Is it required that employees working under this contract need a CAC for day 1?

**DLA Troop Support Response: No, employees working under this contract are not required to have a Common Access Card on the first day of the contract.**

**Manufacturer's Pricing Agreements (MPAs)**

21. Statement of Work, Supplies / Services and Prices, Clause IX. Pricing, A.3 (Page 97): If the Product Price is the MPA Price, when the MPA Price changes, when does DLA Troop Support or the contractor undertake the catalog price change? For example, will the change only be effective when the stock at the new price reaches the contractor's OCONUS inventory?

**DLA Troop Support Response: Yes, the catalog price change will only be effective when the stock at the new price reaches the contractor's OCONUS inventory.**

22. Page 102 XI. DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program -The list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided via solicitation amendment or contract modification as appropriate prior to the solicitation closing date, during negotiations or during contract implementation (ramp-up/ramp-down). The DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program is located at the following website: <http://www.dscp.dla.mil/subs/support/mpa/mpa.asp>. When following the link to mentioned website it doesn't provide the DLA Troop Support Manufacturer's Pricing Agreement (MPA) Program. Which MPA Outturn Report will apply for bidding purposes, April or May or; will the Outturn report be provided for bidding purposes?

**DLA Troop Support Response: The link has been fixed. The MPA Outrun Report will not be provided however, the website provides a list of all Subsistence MPA holders.**

23. Page 33 (3) "Product Price" is the most recent DLA Troop Support Manufacturer's Price Agreement (MPA) price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacture. Product Price shall exclude all costs that are to be covered in the Distribution Price. Does the Government negotiate other elements of cost, other than product costs, under MPAs such as packaging, handling, and transportation to the Manufacturer's own consolidation points? If so, will the Government provide all negotiated elements of costs with the Contractor cost duplications?

**DLA Troop Support Response: Under the MPA Program, DLA Troop Support only negotiates the product price.**

24. Reference: Attachments 1-4. Question: Are offerors required to submit a product price for 100% of the items in Attachments 1 and 3? Also, will DLA provide the offerors with the MPA product prices for the items marked as MPA?

**DLA Troop Support Response: The offeror must submit an item/product price for 100% of the items in Attachments 1 and 3. DLA Troop Support will not provide the offerors with the MPA product prices for the items marked as MPA.**

**Private Convoy Security (PCS) / Static Security**

25. Will the Prime Vendor Contractor be involved in selecting the Private Security Contractor?

**DLA Troop Support Response: The Prime Vendor is responsible for providing Private Convoy Security in accordance with the solicitation requirements. Private Convoy Security services must be provided by a fully-licensed and law-abiding company, inclusive of both an Operations and Business license issued by the Government of Afghanistan.**

26. Can the contractor terminate a Private Security Contractor for cause should the risks become too great using Private Security?

**DLA Troop Support Response: The contractor bears the responsibility and duty to contract with a full-license and law abiding private security company. Any relationship between the contractor and private security company will be subject to the terms of any agreement between the two companies.**

27. Who will be responsible for recovering assets under Private Security?

**DLA Troop Support Response: The Prime Vendor will be responsible for recovering assets under Private Security.**

28. Will the Contractor be evaluated on their ability to offer Private Security? What security programs are the successful vendor supposed to perform?

**DLA Troop Support Response: Private Convoy Security is not a Technical Evaluation Factor. If the offeror's proposal includes Private Security for any DoDAAC, the following elements must be provided: vehicles, convoy commanders, guards, regional LNO's 24 hour operation center, critical incident and medical response teams and live feed Command and Control and Situation Reporting.**

29. Page 85 - 7. Private Convoy Security (PCS) Will DLA TS's authorization to use PCS be available prior to commence of the contract?

**DLA Troop Support Response: No, authorization to use private convoy security will occur after award during the ramp-up phase in accordance with DLA Troop Support and CENTCOM policies and procedures.**

30. Will DLA TS ensure that the several thousand security guards required on this contract have been CENTCOM arming pack approved prior to the commencement of the contract?

**DLA Troop Support Response: No, authorization to use private convoy security will occur after award during the ramp-up phase in accordance with DLA Troop Support and CENTCOM policies and procedures. During the ramp-up phase, the contractor shall submit to DLA Troop Support individual Arming Packages for all the Private Convoy Security staff in accordance with CENTCOM Policy.**

31. Will the contract commencement date be postponed in the event that DLA authorization of the PCS arming packs is not finalized before the first convoy deliveries are required to be made during the mobilization period?

**DLA Troop Support Response: No, the contract commencement date is the date of contract award and it will not be postponed based on the failure to obtain proper authorization. Performance of PCS will not be authorized until CENTCOM approves the plan and all the individual arming packages.**

32. The Afghanistan Government has issued the bridge transitioning into the Afghan Public Protection Force that will take over convoy security in March 2012. Will these guards employed by the Afghan Government have to be CENTCOM compliant?

**DLA Troop Support Response: The transition from Private Convoy Security to the Afghanistan Public Protection Force is an ongoing process. The solicitation includes the most up to date available information. Private Convoy Security requirements, current issues, and announcements are available at <http://www.isaf.nato.int/>. If DLA Troop Support obtains additional information regarding the transition to the Afghanistan Public Protection Force such information will be provided via amendment. Yes**

33. Will the Contractor be responsible for compliance and oversight of these Afghan Government employees?

**DLA Troop Support Response: The transition from Private Convoy Security to the Afghanistan Public Protection Force is an ongoing process. The solicitation includes the most up to date available information. Private Convoy Security requirements, current issues, and announcements are available at <http://www.isaf.nato.int/>. If DLA Troop Support obtains additional information regarding the transition to the Afghanistan Public Protection Force such information will be provided via amendment.**

34. The service fees that the APPF will be charging are likely to change significantly from the current market price for private security. Will DLA TS allow the Contractor a price adjustment when the APPF takes over?

**DLA Troop Support Response: Offerors shall complete Attachments 1 through 4. Attachments 1 and 2 are inclusive of private convoy security and Attachments 3 and 4 are exclusive of private convoy security. Offerors are referred to FAR Clause 52.212-4 on how**

**changes will be made during execution of the contract. The Contractor is entitled to submit a request for equitable adjustment that results from any change in the contract resulting in increased costs.**

35. Page 86 8. Static Security: It is expected that a significant portion of the Contractor's staff would not want to stay on a site where all the armed guards are Afghanistan Nationals from the APPF, which will be the case at the end of 2012. Will the US Military in such a situation offer any support to protect its supply chain?

**DLA Troop Support Response: No, the U.S. Government and/or U.S. Military will not offer any support or protection to the contractor.**

36. RFP, SOW, Supplies/ Services & Prices; pg. 85, Sec II, para. G.7.b. 'The Solicitation states that private security is currently authorized, but that any award made against this Solicitation will require new authorization (page 72, para 1E). It further states that the contractor will need to monitor the ISAF website, in order to understand any GIRoA mandated changes to private security convoy requirements (page 85, para 7b). Question a: Please confirm that this contract will be subject to the terms of the GIRoA Bridging Strategy and that from 20 Mar 12 (or the confirmed date for APPF stand-up), the provision of all physical security can only be legally provided by the APPF?' Question b: Assuming the contract is subject to the APPF standup provisions, would APPF services be paid for by the government or the contractor?

**DLA Troop Support Response: The transition from Private Convoy Security to the Afghanistan Public Protection Force is an ongoing process. The transition is applicable to the solicitation and the solicitation includes the most up to date available information. Private Convoy Security requirements, current issues, and announcements are available at <http://www.isaf.nato.int/>. If DLA Troop Support obtains additional information regarding the transition to the Afghanistan Public Protection Force such information will be provided via amendment. DLA Troop Support will not responsible for the payment of Afghanistan Public Protection Force services. Offerors shall complete Attachments 1 through 4. Attachments 1 and 2 are inclusive of private convoy security and Attachments 3 and 4 are exclusive of private convoy security. Offerors are referred to FAR Clause 52.212-4 on how changes will be made during execution of the contract.**

37. RFP, SOW, Supplies/ Services & Prices; pg. 85, Sec II, para. G.7.a. Among the private security requirements is the need to provide 'critical incident and medical response teams'. Question: Can the government provide more details on the requirement, and what services are specifically required?

**DLA Troop Support Response: The Contractor must provide "critical incident and medical response teams," which includes, but is not limited to, submitting critical incident reports, providing first aid, requesting MEDEVAC of injured persons, and remaining**

**available for U.S. or Coalition response forces. The requirement for critical incident and medical responses teams must be in accordance with Clause 952.225-0002 - ARMED PERSONNEL INCIDENT REPORTS (SEP 2010) on page 49 of the solicitation.**

38. Will the Contractor be offered any USG protection once the APPF will guard the Contractor's site and all armed personnel will be Afghan nationals?

**DLA Troop Support Response: No, the U.S. Government and/or U.S Military will not offer any support or protection to the contractor.**

39. Private Security Contractors (PSC) employees are currently required to be covered under DBA insurance. Will the same be the case for employees of the Afghan Public Protection Force (APPF) that will assume responsibility for all convoy security by 21 March 2012?

**DLA Troop Support Response: The transition from Private Convoy Security to the Afghanistan Public Protection Force is an ongoing process. The transition is applicable to the solicitation and the solicitation includes the most up to date available information. Private Convoy Security requirements, current issues, and announcements are available at <http://www.isaf.nato.int/>. If DLA Troop Support obtains additional information regarding the transition to the Afghanistan Public Protection Force such information will be provided via amendment. Offerors shall complete Attachments 1 through 4. Attachments 1 and 3 are inclusive of private convoy security and Attachments 2 and 4 are exclusive of private convoy security. Offerors are referred to FAR Clause 52.212-4 on how changes will be made during execution of the contract.**

40. Will any change to the premium from the current level in excess of US\$20M per annum be the Contractor's risk in light of the security situation being a major premium cost driver?

**DLA Troop Support Response: The Contractor is required to include the cost of all insurance, including DBA insurance in its standard distribution price. This is a fixed price and will not be subject to change.**

41. Page 44 952.225-0001- ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY. Once the APPF is established and private security services transition to the APPF (target date in March 2012, as stated in Presidential Decree 62) the cost of security will change. Will the Government allow the Contractor to renegotiate its Distribution Fee once the decree takes effect?

**DLA Troop Support Response: The Distribution Price means the firm-fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. Offerors shall complete Attachments 1 through 4. Attachments 1 and 3 are inclusive of private convoy security and Attachments 2 and 4 are exclusive of private convoy security. Offerors are referred to FAR 52.212-4 on how changes will be**



**made during execution of the contract. The Contractor is entitled to submit a request for equitable adjustment that results from any change in the contract resulting in increased costs.**

42. If weapons are not issued by the government, who will provide and pay for the cost of the weapons?

**DLA Troop Support Response: The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. Refer to page 48 paragraph k of the solicitation.**

43. Reference: Page 27. Question: Will security and personnel training be provided by the Government?

**DLA Troop Support Response: No, DLA Troop Support will not provide security or personnel training.**

**Pricing / Fair and Reasonable Determinations / EPA**

44. What constitutes a National Commercial Price? Can you provide some examples?

**DLA Troop Support Response: Refer to paragraph 3(a)(2) on page 97 of the solicitation.**

45. Will the Government allow the Contractor to adjust the Point of Importer location after the first 30 days, therefore resulting in increased product prices due to the inclusion of transportation costs from the original Point of Importer to the new Point of Importer location (refer page 33 (b) (3) (i) Exceptions)? Example of Point of Importer Change: For the first 30 days the Point of Importer is Europe for Strawberries and the Contractor charges as follows: Strawberries ex Europe at \$10.00/lb + \$5.00 Distribution Price (distribution price should include airlift into Afghanistan, tri-walls, dry ice, handling and consolidation, product loss, etc), for a total of \$15.00/lb. After the first 30 days, the Contractor changes the Point of Importer to Afghanistan and charges as follows: Strawberries ex Afghanistan at \$14.00/lb + \$5.00 Distribution Price for a total of \$19.00/lb. Recommendation: Require Contractors to identify Point of Importer location, and confirm all costs associated to transportation from the Importer location to the Contractor's OCONUS distribution facility are included in the distribution fee.

**DLA Troop Support Response: Contracting Officer approval is required in advance of any change in the Point of Importer. Refer to page 167 of the solicitation (xi.), which states the following: "Identify Point of Importer for all Fresh Fruits and Vegetables and Local Market Ready items." Transportation costs from the Importer to any other location shall be included in the fixed standard distribution price.**

46. Haven't the Prime Vendor to Prime Vendor sales revealed the selling contractor's costs to contractors who bought product? Will DLA TROOP SUPPORT remove such identified items from the Market Basket in order to even the playing field?

**DLA Troop Support Response: No, for this acquisition, a 75% Market Basket was established, and will be used in the evaluation process. DLA Troop Support will not disclose any other information respective to the Market Basket. Refer to page 75 of the solicitation which identifies the process for product transfers.**

47. How many price quotations must the contractor get for each new item? What about for items where only one source is available?

**DLA Troop Support Response: The offeror should provide at least one quote, indicating the best price.**

48. The solicitation only states 16 categories whereas the current contract has more than 40 categories. Will DLA TROOP SUPPORT consider introducing more categories?

**DLA Troop Support Response: No, at this time DLA Troop Support will not introduce any more categories.**

49. Will any items be source verified? Will the contractor be subject to the same terms and conditions where the manufacturer has been specified by the government, especially where the manufacturer will not sell directly?

**DLA Troop Support Response: There is not enough information in the question to provide an answer.**

50. Can a Prime Vendor buy food products from affiliate, wholly or partially owned companies? If yes, what price should be charged? Is it permissible to include profit at the affiliate level in the cost of these items?

**DLA Troop Support Response: Yes, a Prime Vendor may buy food products from an affiliate, wholly or partially owned company. In accordance with the definitions in Section IX - Pricing of the solicitation, the Prime Vendor shall charge DLA Troop Support the contract unit price. The Prime Vendor may include the affiliate's profit if the affiliate normally prices interorganizational transfers at other than cost, the item being transferred qualifies as a commercial item, and the contracting officer has determined the price to be fair and reasonable. In addition, the contractor must provide a list to the contracting officer of all affiliates, wholly or partially owned companies that it will use in performance of this contract.**

51. Please clarify the statement “*The contractor must include detailed payment terms on each invoice, quote, or agreement that it provides to the government.*” Which invoices does this refer to?

**DLA Troop Support Response: This refers to the Manufacturer’s Invoice.**

52. How were the Early Payment criteria determined?

**DLA Troop Support Response: Early payment criteria are set forth in the solicitation. This criteria was determined to be in the best interests of the government.**

53. Is it now a requirement that Early Payment criteria be added to all government contracts? Is this a standard industry practice? Why are they being limited?

**DLA Troop Support Response: There is no requirement that early payment criteria be added to all government contractors or vendors agreements; however, if an early payment discount is offered the contractor may only retain the early payment if it is in accordance with the criteria set forth in the solicitation.**

54. How did DLA TROOP SUPPORT arrive at the determination of 2 percent as the maximum Early Payment Discount, do all the vendors have this language in their contracts today?

**DLA Troop Support Response: There is no requirement that early payment criteria be added to all government contractors or vendors agreements; however, if an early payment discount is offered the contractor may only retain the early payment if it is in accordance with the criteria set forth in the solicitation.**

55. How will the Non Profit Agency Manufacturers obtain grower invoices? Will this provision effectively exclude Non Profit Agency Manufacturers from the program?

**DLA Troop Support Response: Non profit manufacturers will be treated the same as for profit entities.**

56. Since many months usually pass between the submission of proposals and the start of a contract, how can a contractor be expected to guarantee that market prices will not have moved between proposal submission and contract start?

**DLA Troop Support Response: The risk associated with price fluctuation between submission and the first catalog will be part of the standard distribution price.**

57. As suppliers will increase their prices if they are required to lock their prices for many months, will DLA TROOP SUPPORT pay the extra costs associated with obtaining firm, multi-month quotations from food suppliers?

**DLA Troop Support Response: No, DLA Troop Support will not pay the extra costs associated with obtaining firm, multi-month quotations from food suppliers.**

58. For how many months will an offeror be required to guarantee its bid prices?

**DLA Troop Support Response: Refer to the Addendum to 52.212-1 Instructions to Offerors, Page 149. The period of acceptance is 210 days from the date specified for receipt of offers (initial or revised, whichever is later).**

59. If the contract is awarded to the incumbent, why would the prices on the catalog at the time of award not be carried over into the next contract?

**DLA Troop Support Response: DLA Troop Support will not disclose this information in the pre-award stage.**

60. For Fair and Reasonable determinations, what index will you use to compare imported FF&V? Please confirm these indices will be added to the contract.

**DLA Troop Support Response: DLA Troop Support will perform fair and reasonable determinations in accordance with the EPA Clause.**

61. Why has DLA TROOP SUPPORT chosen not to include Performance Based Distribution Fees within this draft solicitation?

**DLA Troop Support Response: DLA Troop Support will not disclose its Acquisition Strategy.**

62. Since this procurement is being handled as an FFP commercial contract arrangement under FAR Part 12, under what authority is DLA Troop Support insisting upon cost and price information typically required only under FAR Part 15 procurement?

**DLA Troop Support Response: FAR Part 12 states “the contracting officer must establish price reasonableness in accordance with 13.106-3, 14.408-2, or Subpart 15.4, as applicable.” Because this is a negotiated procurement, the contracting officer must establish price reasonableness in accordance with FAR Subpart 15.4. FAR 15.402 indicates that “the contracting officer shall purchase supplies and services from responsible sources at fair and reasonable prices. In establishing the reasonableness of the offered pricing, the contracting officer ... (2) when certified cost or pricing data are not required by 15.403-4, obtaining data other than certified cost or pricing data as necessary to establish a fair and reasonable price.” Data other than certified cost and pricing data includes the identical types of data as certified cost or pricing data (which includes quotes and invoices), but without the certification. Based on DLA Troop Support’s experiences, the contracting officer has determined that the type of information requested is necessary to establish the contract prices fair and reasonable.**

63. Will the submission of a manual invoice constitute the submitting of a “proper” invoice, and will Prompt Payment Interest be calculated from that date?

**DLA Troop Support Response: Refer to page 83 of the solicitation regarding submission of manual invoices, and page 143 of the solicitation regarding payment of a proper invoice.**

64. Are F&R approvals required for all price changes and new items? Will a delay in response from DLA TROOP SUPPORT on price changes entitle the contractor to an equitable adjustment to the price?

**DLA Troop Support Response: New item prices for non-MPA items must be determined fair, reasonable, and approved by the contracting officer prior to addition to the catalog. Price changes for items will be reviewed in accordance with the EPA clause of the solicitation. Delay in responses from DLA Troop Support does not entitle the contractor to an equitable adjustment.**

65. If prices are incorrectly entered too low into the catalog, what is the process for the Contractor to claim this money back?

**DLA Troop Support Response: The Contractor can provide DLA Troop Support with a Request for Equitable Adjustment (REA).**

66. What items required either directly or indirectly in the contract will be subject to Economic Price Adjustment (“EPA”)?

**DLA Troop Support Response: Reference DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (ALTERNATE I) (APR 2011) on page 32 of the solicitation.**

67. Will fuel used in support of the PV performance be subject to the EPA clause?

**DLA Troop Support Response: No, Fuel used in support of the Prime Vendor performance will not be subject to the EPA clause.**

68. Have UGRs and GFM items been included as part of the Market Basket?

**DLA Troop Support Response: For this acquisition, a 75% Market Basket was established, and will be used in the evaluation process. DLA Troop Support will not disclose any other information respective to the Market Basket. Offerors shall price all items on the attachments.**

69. Force protection and competition are limited when there are only a few approved suppliers. Is DLA TROOP SUPPORT willing to relax the requirement that products must be bought only from approved suppliers?

**DLA Troop Support Response: Products must be supplied under this contract in accordance with DLAD 52.246-9044 – Sanitary Conditions.**

70. The frequency of the manual billing appears to result in the Contractor being unable to invoice when a service has been provided. How quickly will DLA TROOP SUPPORT authorize payment of manual invoices?

**DLA Troop Support Response: Refer to page 83 of the solicitation regarding submission of manual invoices, and page 143 of the solicitation regarding payment of a proper invoice.**

71. Will pricing on the catalog be updated at time of F&R approval? Please confirm that the Last Received Price system will be in effect.

**DLA Troop Support Response: Catalog pricing will be updated in accordance with the EPA clause. Yes, last receipted price is at the Contractor's OCONUS Place of Performance.**

72. The FAR requires that any EPA provision be linked to an index. What index does DLA TROOP SUPPORT intend on using to determine whether the EPA takes effect?

**DLA Troop Support Response: FAR Part 16.203-1 states, "a fixed price contract with economic price adjustment provides for upward and downward revision of the stated contract price upon the occurrence of specified contingencies. Economic price adjustments are of three general types . . . (2) Adjustments based on actual costs of labor or material. These price adjustments are based on increases or decreases in specified costs or labor or material that the contractor actually experiences during contract performance." DLA Troop Support intends to use the actual material costs for product price to perform the EPA adjustments in accordance with DLAD 52.216-9065.**

73. FFV prices change like many other commodity items, and product is bought daily rather than bi-weekly. Should product prices be fixed for periods of time? If yes, what is that time period?

**DLA Troop Support Response: Yes, product prices should be fixed for a 30 day period.**

74. *"The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause."* What is the purpose of this requirement?

**DLA Troop Support Response: To certify the information on the invoice is correct.**

75. What constitutes a “*reasonable time*” for rejection of food items? Is this time different for FF&V compared to frozen? Please specify the exact timings for each category.

**DLA Troop Support Response: Refer to Page 132 E. (4) Inspection and Acceptance in the solicitation.**

76. (d) DLAD 52.216-9065 Economic Price Adjustment -The government is stipulating an upward ceiling on economic price adjustment. Will MPA pricing be maintained below this upward ceiling throughout the life of the contract? A number of the products may be brand specified by the government by use of Customer Specified Menus, Mandatory Item Listing or by use of NAPA numbers. Will the government ensure that all brand specified items maintain their pricing below the upward ceiling?

**DLA Troop Support Response: No, the OCONUS Subsistence Prime Vendor (SPV) catalog items which are covered by Manufacturer’s Pricing Agreement(s) (MPA) receive periodic price adjustments when MPAs are updated and therefore are not subject to price adjustments using the actual material costs methodology for non MPA catalog items discussed in this EPA.**

**Yes, the Government will ensure that all brand specified items maintain their pricing below the upward ceiling.**

77. Page 103 D. The government may require (as needed) the contractor submit invoices and other documentation from all subcontractor tiers or any manufacturer/grower or person in the product price supply chain, to substantiate that all discounts, rebates, allowances or other similar economic incentives or benefits have been applied to the product price charged to the Government and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to its commercial customers. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. Likewise, if the Contracting Officer determines that a product price was not equal to or lower than that given the contractor’s commercial customer accounts, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor’s commercial customers, including interest. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or

benefits, and commercial customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law. How far back in the supply chain does the verification requirement go? The grower of tomatoes in Holland will sell his entire production to a consolidator and the product will move through multiple links before it reaches the Middle East and is sold to Contractor and the Dutch grower would not have raised an invoice for product that were earmarked for the Contractor making the exercise impossible.

**DLA Troop Support Response: See Exception A, Economic Price Adjustment for guidance.**

78. Given several months usually pass between the submission of proposals and the start of a contract, how can a contractor be expected to guarantee that market prices will not have moved between proposal submission and contract start?

**DLA Troop Support Response: The Contractor bears the risk.**

79. "For each item, provide the applicable markup amount. As previously negotiated with DLA TROOP SUPPORT, you have assigned a markup amount to each food category or to each item. This amount should correspond to the unit of issue measurement. This is required in order to insure that a NAPA allowance was provided off-invoice." Please clarify what you mean by the term "markup".

**DLA Troop Support Response: The term "markup" is the distribution price.**

80. II. A. Statement of Work .73. The government shows the number of delivery points by region and the DODAAC numbers in the provided attachments. Will the government be providing further details on the delivery points by region and the DODAAC, such as name and physical location and frequency of delivery?

**DLA Troop Support Response: DLA Troop Support has provided the applicable Regional Center and Frequency of Delivery. The name and physical locations of the DODAACs will not be provided.**

81. Will the Contractor be entitled to adjustments to the distribution price if there are material changes in the mode of operations requiring product to be moved by air as opposed to the far cheaper land transport?

**DLA Troop Support Response: No, Distribution Price means the firm-fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is fixed and will not change if the contractor changes its mode of transportation after award.**



**VETCOM**

82. Are there VETCOM Approved sources for FF&V and LMR in Afghanistan?

**DLA Troop Support Response: No, at this time there are no VETCOM Approved sources for FF&V and LMR in Afghanistan.**

83. Reference: Page 39. Question: Are food safety certifications required.

**DLA Troop Support Response: Yes, food safety certifications are required.**

**Multiple Zones / Additional Customers / Delivery Locations**

84. Does DLA TROOP SUPPORT contemplate dividing the proposed zone into more zones – eg Northern Zone. Southern Zone, etc.

**DLA Troop Support Response: No, DLA Troop Support does not contemplate dividing the proposed zone into more zones.**

85. Can new customers be added to the proposed region?

**DLA Troop Support Response: Yes, DLA authorized customers in Afghanistan may be added or deleted at no additional cost to the Government. The contract scope includes any customers authorized to order from DLA.**

86. I. F. Statement of Work pg. 73 - The government intends to make one award. Has the government not considered splitting up the contract into zones and making more than one award for the acquisition for full-line food and non-food distribution for authorized customers in Afghanistan? The advantages to the Government would include increasing the competitive nature of the acquisition; improving opportunities for small business; improving surge and sustainment capability; more effective back up SPV strategies thus lessening the reliance on one contractor with transition risks and more effective FNR determinations due to competition.

**DLA Troop Support Response: No, DLA Troop Support does not contemplate dividing the proposed zone into more zones.**

87. Who will be responsible for potential supply disruption to troops in the event of a switch over to a new vendor? Have the disruption risks been discussed with the military and what are the contingency plans?

**DLA Troop Support Response: Refer to Page 133 Deliveries and Performance Paragraph II Contract Implementation Phase of the solicitation.**

88. Will this contract be segmented in different zones: North and South?

**DLA Troop Support Response: No, DLA Troop Support does not contemplate dividing the proposed zone into more zones.**

89. Will DLA Troop Support consider multiple awards for this contract?

**DLA Troop Support Response: No, DLA Troop Support does not contemplate dividing the proposed zone into more zones or making multiple awards for this contract.**

90. Page 73 Current delivery points and sales volume for the Afghanistan Area of Responsibility are as follows. During the previous contract the number of delivery locations went from 4 to 205 and many new locations could only be reached by air and others were impacted significantly in terms of costs during to a major shift in the security situation. Who bears the risk of increased costs due to a new location being located in a remote location only accessible by air? Who bears the risk of a safe location changing to a non safe location requiring security and significantly increased transport costs?

**DLA Troop Support Response: The Contractor bears the risk of increased costs due to a new location being located in a remote location only accessible by air. The Contractor also bears the risk of a safe location changing to a non safe location requiring security and significantly increased transport costs. The Contractor will also receive the benefit if the reverse were to happen.**

### **Technical Evaluations**

91. What are DLA TROOP SUPPORT's criteria for contract award? Is it best value or lowest price technically acceptable?

**DLA Troop Support Response: DLA Troop Support's criteria for contract award is best value.**

92. Will bidders' names be removed so that potential bids can be reviewed free from potential bias? If not, what steps will DLA TROOP SUPPORT take to ensure past performance is fairly evaluated?

**DLA Troop Support Response: DLA Troop Support will evaluate all proposals in accordance with the terms of the solicitation.**

93. FF&V items are currently being hand-selected according to the Customer's exacting standards, which can add significantly to the product cost versus the cost of a normal crate of produce. Will this activity be a requirement of the new contracts? What value is assigned to this essential external service in the evaluation process? When will you publish the criteria?

**DLA Troop Support Response: The contractor will select fresh fruit and vegetable (FF&V) contractors from the CENTCOM listing for approved local contractors. Any specification requirement such as “Grade A or equivalent” must be adhered to.**

94. Repacking items preserves shelf-life and saves costs. Which will be evaluated as having more value within the evaluation process – shelf-life, quality, and force protection or pricing?

**DLA Troop Support Response: Refer to Addendum 52.212-2, Page 168: When combined, Technical Factors I through IV are significantly more important than price components. However, as proposals become more equal in their technical merit, the evaluated price becomes more important.**

95. Market basket methodologies generally provide best overall value, as cherry picking by line item can skew analysis and results. Which method does DLA TROOP SUPPORT prefer – line item cherry picking or consistent provision of best overall value?

**DLA Troop Support Response: All prices need to be supported by a quote or invoice. For this acquisition, a 75% Market Basket was established, and will be used in the evaluation process. DLA Troop Support will not disclose any other information respective to the Market Basket.**

96. Will Afghan First considerations be given a specific or quantified weight in the proposal scoring process? If so, what weight?

**DLA Troop Support Response: Refer to the Addendum 52.212-2, Page 169. When combined, Factors I and II are significantly more important than Factors III and IV. Technical Factor III is the next in importance. Technical Factor IV is the least important factor.**

97. What weight will Afghan national employment considerations be given?

**DLA Troop Support Response: Refer to the Addendum 52.212-2, Page 169. When combined, Factors I and II are significantly more important than Factors III and IV. Technical Factor III is the next in importance. Technical Factor IV is the least important factor.**

98. What scoring weight will be given to socioeconomic considerations?

**DLA Troop Support Response: Refer to the Addendum 52.212-2, Page 169. When combined, Factors I and II are significantly more important than Factors III and IV. Technical Factor III is the next in importance. Technical Factor IV is the least important factor.**

99. What is the minimum requirement of sourcing from SC/CASA countries?

**DLA Troop Support Response: There is no minimum requirement. Refer to the Addendum 52.212-1 Instructions to Offerors Page 160 for DLA Troop Support's SC / CASA requirements.**

100. What is the minimum requirement for utilizing CRAF/VISA aircraft, as a percentage of total fleet?

**DLA Troop Support Response: There is no minimum requirement. Refer to the Addendum 52.212-1 Instructions to Offerors Page 161 for DLA Troop Support's CRAF / VISA requirements. The use of CRAF / VISA aircraft is not required; however, offerors will submit a comprehensive plan that describes the efforts their company will make in support of the utilization of CRAF / VISA aircraft. The Government will evaluate the offeror's plans to utilize CRAF / VISA aircraft. Plans which demonstrate a higher rate of participation will be rated more favorably.**

101. Is the usage of CRAF mandatory under this SPV Afghanistan Solicitation?

**DLA Troop Support Response: No, the usage of CRAF / VISA aircraft is not mandatory; however, offerors utilizing CRAF / VISA aircraft will be rated more favorably than those who do not.**

102. Is the usage of USC-06 mandatory under this solicitation?

**DLA Troop Support Response: Offerors will use established Government routes under the Universal Services Contract (USC) with the United States Transportation Command (USTRANSCOM). Refer to page 88 of the solicitation.**

103. Page 161 Factor IV: Socioeconomic Considerations: Both large and small business offerors must indicate what portion of the proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), Women- Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns in terms of percentages and total dollars. The solicitation is requesting to submit goals for SBZ performance, but there are no goals to be submitted for Ability One Performance, is this required ?

**DLA Troop Support Response: No. There are no goals required for submission for Ability One Performance.**

104. Are their detrimental impacts for an offeror who hires professionals with significant experience from a past Subsistence Prime Vendor that is currently on the Excluded Parties list?

**DLA Troop Support Response: Any professional that is not identified on the Excluded Parties List is eligible for employment in the Subsistence Prime Vendor Program.**

105. RFP, SOW, Supplies/ Services & Prices; pg. 87, Sec II, para. G.10. and pg. 149, Technical Proposal, III.A. The SOW addresses Afghan employment in the SOW but makes no mention of SC or CASA employment requirements. In the outline of technical factors for the proposal it lists SC and CASA employment in the heading under section III Operational Support. Question a: Is there a special requirement that the contractor provide a program for the hiring of SC and CASA personnel? Question b: If so, is this requirement tied to a particular FAR?

**DLA Troop Support Response: No, there is no requirement that the contractor provide a program for the hiring of SC and CASA personnel.**

106. FAR 9.104-1 prescribes regulatory requirements for the disclosure of financial capacity and responsibility. The solicitation does not include this provision or include financial responsibility evaluation factors. How will DLA-TS evaluate these elements of responsibility?

**DLA Troop Support Response: DLA Troop Support makes an affirmative determination of responsibility in accordance with FAR 9.104 prior to award.**

107. If the offeror has less than five USG contracts of similar size, do they still qualify to bid on SPV?

**DLA Troop Support Response: Yes, offerors with less than five USG contracts of similar size are qualified to submit a proposal in response to the solicitation.**

108. Page 154 of the solicitation states “provide a brief performance record of up to five (5) of your highest dollar value or most comparable Prime Vendor / Regular Dealer contracts (i.e., similar contracts to this one), for the prime contractor (to include equal partners) and subcontractors performing essential functions of the contract (this may be up to 5 for the prime and each partner, and up to 5 for each subcontractor).” Then on Page 171, it states “the provided contracts will be based on those submitted for the prime, joint venture participants, and the subcontractors performing essential functions of the contract, e.g., provided contracts may include three (3) from the prime and two (2) from the subcontractor.” Will you please provide clarification on the limit of past performance examples allowed?

**DLA Troop Support Response: The reference on page 171 is simply an example. The actual maximum solicitation requirements are located on page 154 of the solicitation.**

**Inbound / Outbound Transportation: (Inbound Airlifts to the contractor's OCONUS distribution facility and Airlifts / Ground Deliveries from the contractor's OCONUS distribution facility to all delivery points within Afghanistan)**

109. How will the Contractor be reimbursed if the number of airlifts exceeds the estimates in the solicitation? As including this unified cost within the distribution fees will make the fees more expensive, would it not be more cost effective to use a pay as you go method?

**DLA Troop Support Response: The Contractor shall assume the risk of the method of transportation and changes to the mode of transportation in its fixed distribution price. Offerors have been provided current status of all shipments.**

110. Will the Contractor be compensated if the numbers of deliveries exceed that mentioned in the solicitation?

**DLA Troop Support Response: No, the Contractor shall assume the risk of the method of transportation and changes to the mode of transportation in its fixed distribution price. Offerors have been provided current status of all shipments.**

111. How can the Contractor be expected to deliver a \$250 order that might cost several thousand dollars to ship? Would it not make sense to increase minimums given the Army's desire to remove trucks from the road?

**DLA Troop Support Response: "\$250.00 is the minimum dollar amount. Offerors have been provided the average order quantities for each location. It will not be increased at this time and minimum order quantities will not be included.**

112. Many developing country markets do not benchmark pricing, nor do they have the sophistication to comply with the USG regulations in the solicitation. With the alternative being to airlift product, resulting in high costs and low shelf-life, which will be evaluated more importantly – 100% compliance with USG regulations, or less than 100% compliance while matching USG requirements to local standards providing lower costs and reduced waste?

**DLA Troop Support Response: VETCOM approval is required for OCONUS sources.**

113. How will the movement of trucks be controlled? How does the contractor control what cargo is loaded and by whom? Who is responsible for damage and/or destruction on missions?

**DLA Troop Support Response: The Contractor is responsible for the movement of trucks, the control of loading cargo, and the damage and / or destruction on missions up to the point of inspection and receipt at destination.**

114. What influence do CENTCOM and SDDC have on the usage of the PAKGLOC vs. other ports in the AOR (Jebil Ali, Oman, etc.)? Use of Pakistan as a port is under tremendous scrutiny, and could impact distribution prices.

**DLA Troop Support Response: DLA Troop Support provides a range of days for supply chain planning, minimizing the ports utilized. DLA Troop Support has been advised by USTRANSCOM that the average “Point to Point” delivery time to Afghanistan is sixty (60) days (to cities such as: Bagram, Kabul, Herat, Kandahar, and Shindad). NOTE: Add an additional 30 days average for containers crossing the Chaman border. However, delays may occur and the Contractor will be responsible for maintaining sufficient stock levels in its OCONUS facility(s) to cover any such delays in transport.**

115. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.7. The solicitation states that, “...delivery locations will be but not limited to locations throughout Afghanistan.” Question: Does the Government intend that the contractor will be responsible for moving containers to locations outside of Afghanistan, e.g. Uzbekistan?

**DLA Troop Support Response: No, the Government does not intend that the contractor will be responsible for moving containers to locations outside of Afghanistan.**

116. RFP, SOW, Deliveries & Performance, pg. 134, Sec IV, para. A and para. E. The solicitation states, “The contractor may experience delays at some of the ECPs due to security procedures.” Question a: What are the average number of days convoys are delayed to enter the DODAACs per region? Question b: Which delivery points have high security entry control points which require trucks to be staged in a designated area for 24 hrs?

**DLA Troop Support Response: A minimum of a 1 day delay is expected for all entry control points (ECPs). As of today, there are 5 delivery points that have high security entry control points which require trucks to be staged in a designated area for 24 hrs. This is subject to change based on threat levels and troop rotations.**

117. RFP, SOW, Deliveries & Performance, pg. 135, Sec IV, para. I. The solicitation states that, “At some sites, the contractor will need to provide and utilize its own material handling equipment.” The need to provide MHE on individual convoys will have a large impact on price depending upon the frequency and quantity of MHE needed. Question: Can the Government provide estimates on the frequency and numbers of sites requiring MHE?

**DLA Troop Support Response: The requirement for the contractor to provide and utilize its own material handling equipment at some sites will be removed from the solicitation via amendment.**

118. RFP, SOW, Supplies/ Services & Prices; pg. 75, Sec II, para. D. Question: May a contractor make internal transfers if they hold multiple prime vendor contracts? If so, are they subject to these same requirements?

**DLA Troop Support Response: Yes, at the Contracting Officer's discretion a contractor may make internal transfers if they hold multiple prime vendor contractors. The receiving contractor must catalog the item(s) at the actual unit price as defined in this solicitation which is equal to the selling contractor's product price plus the receiving contractor's distribution price.**

119. Page 135 Solicitation Provisions - Locations are scattered throughout Afghanistan. Based on conditions on the ground, the actual locations may increase or decrease. It is anticipated that most customers will receive their deliveries via a combination of truck, rotary and fixed wing. In attachment 1 and 3 DLA T-S doesn't provide for a combination of transportation modes (road and air) to an individual location. Should attachment 1 and 3 provide for multiple modes of transport to an individual location?

**DLA Troop Support Response: No, Attachments 1 and 3 are correct and are not likely to change. The Contractor is responsible to bid according to their planned concept of support.**

120. Page 79 3. Afghanistan Inbound / Outbound Transportation: (Inbound Airlifts to the contractor's OCONUS distribution facility and Airlifts / Ground Deliveries from the contractor's OCONUS distribution facility to all delivery points within Afghanistan). Is there any cap on this risk where DLA TS would support the Contractor if their actual losses exceeded expected losses? Even in a period with limited security issues the losses can be enormous such as those incurred by the SPV in 2006 of US\$11.5m.

**DLA Troop Support Response: No, there is no cap to Contractor's amount of risk.**

121. Does any product purchased by the SPV qualify for EC status for movement into Afghanistan?

**DLA Troop Support Response: Yes, Export Certificates are required for Non-DTS shipments.**



**Rebates / Discounts**

122. How can rebates and discounts be accurately passed on through the customer catalog when updates are only conducted every two weeks?

**DLA Troop Support Response: Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.**

123. Please explain the rebate and discount program. How will rebates and discounts be accurately passed on through the customer catalog when updates are only conducted every two weeks?

**DLA Troop Support Response: The Contractor may request and the Contracting Officer may approve 832 special runs. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.**

**SPOT / BATS**

124. *“Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.”* Will DLA TROOP SUPPORT be issuing LOTDs/LOAs for this? If so, will they be issued prior to the start of operations? If not, who would ensure coverage in the interim period?

**DLA Troop Support Response: DLA Troop Support will issue LOAs via SPOT during the implementation / ramp-up phase.**

125. If contractor personnel are removed from the contract, what time period is allowed to replace them?

**DLA Troop Support Response: It is at the Contractor’s discretion to replace employees as necessary to meet the terms and conditions of the solicitation.**

126. Reference: Page 28. Question: Does SPOT access have to be by the use of only a CAC or AKO, or can contractors continue to use existing approved digital certificates?

**DLA Troop Support Response: SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.**

127. Reference: Page 85. Question: What are the procedures for obtaining access to Biometric Automated Toolset System (BATS)?

**DLA Troop Support Response: Details on registration for BATS will be provided post-award.**

### **Business Integrity**

128. How far does the criminal jurisdiction extend?

**DLA Troop Support Response: The criminal jurisdiction refers to U.S. laws broken by a contractor while performing under this contract. This would cover performance in any location.**

129. Will contractor personnel accompanying the force be subject to the criminal or civil laws of Afghanistan? If a weapon is used by contractor personnel in the course of performing the contract, can the contractor be sued in Afghanistan?

**DLA Troop Support Response: Yes, the Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable United States, host country, and third country national laws; treaties and international agreements; United States regulations, directives, instructions, policies, and procedures; and product protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander.**

### **Container Utilization**

130. Does the full vanload requirement not increase expiry issues, especially on low volume items? Is the USG or the Contractor responsible for ensuring full van loads?

**DLA Troop Support Response: Containers that contain less than 85% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 85% full must be submitted at the time of request. The Contractor is responsible for ensuring full van loads.**

### **Invoicing**

131. If STORES system is not operational, how should the Contractor invoice?

**DLA Troop Support Response: The Contractor will invoice via an EDI 810 transmission.**

**Clauses**

132. RFP, 952.225-0011, pg. 55 In the summary table, the solicitation indicates that LN will receive CAC IDs, and DFAC, MWR, and MilAir support. Currently the use of LNs in Afghanistan is highly restricted on U.S. bases. Question: Please confirm that the U.S. Government intends to provide LNs the support listed in the summary table of the RFP.

**DLA Troop Support Response: The solicitation indicates the possible type of support that may be provided to local nationals; however, the exact type of support will be indicated on each individual's LOA.**

133. Page 14 - (k) The Solicitation incorporates, FAR 52.212-4(k) Taxes, that states that "The contract price includes all applicable Federal, State, and local taxes and duties. The recently passed Pub. L. No. 111-347, 124 Stat. 3623 (codified at I.R.C. § 5000C (2011) imposes a two-percent excise tax on "specified Federal procurement payments" from the U.S. Government to "foreign persons" for goods produced or services provided in countries lacking an "international procurement agreement" with the United States. This excise tax applies to specified procurement payments made under any contract entered into on or after January 2, 2011. The tax requires withholding through the general rules for payments to foreign persons. See I.R.C. §§ 1441, et seq. It also states that no U.S. agency may disburse funds "to any foreign contractor to reimburse the tax." I.R.C. § 5000. Please provide the Government's understanding and intent with respect to the requirement under this law and administration under the awarded contract:

(a) Which, if any, of the entities below will be treated as a "foreign person",

- Foreign partnerships with some or all partners who are United States persons?
- Controlled foreign corporation as defined at I.R.C. § 957(a)?
- Foreign subsidiaries of a domestic corporation or partnership?
- Foreign subcontractors receiving payment only from a domestic contractor?
- Foreign subcontractors working under a contract held by a domestic contractor but receiving payment directly from the Government?
- Foreign contractors employing domestic subcontractors?
- Foreign subcontractors receiving payment from a foreign contractor (i.e., does the tax require withholding twice on the same ultimate payment)?

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that FAR 52.212-4 (k.) is not ambiguous and therefore should be construed based on the plain**

**meaning of the clause language. Additional information regarding the Internal Revenue Service and the Internal Revenue Code can be found at [www.irs.gov](http://www.irs.gov).**

134. (b) Please also explain how the Government will review an offeror's foreign status for withholding purposes. This explanation should state if the Government will base its review on "beneficial owner," "ultimate owner," or other similar criteria.

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that FAR 52.212-4 is not ambiguous and therefore should be construed based on the plain meaning of the clause language. Additional information regarding the Internal Revenue Service and the Internal Revenue Code can be found at [www.irs.gov](http://www.irs.gov).**

135. (c) Please clearly state the meaning of the term "international procurement agreement" in the new tax. Without this, offerors will not know the countries in which they may operate without suffering the tax's penalty. Specifically, please state whether the following procurement agreements are "international procurement agreements" within the meaning of the new tax law:

- The "least developed countries" procurement arrangement defined in FAR Subpart 25.4, that treats a number of nations, including Afghanistan, like WTO-GPA signatories for procurement purposes.
- The agreements to waive trade barriers for acquisitions in support of operations in Iraq and Afghanistan as defined in DFAR 225.7701-04 and the May 28, 2003 treaty with Afghanistan, see State Dept. No. 03-67, 2003 WL 21754316.

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that FAR 52.212-4 is not ambiguous and therefore should be construed based on the plain meaning of the clause language. Additional information regarding the Internal Revenue Service and the Internal Revenue Code can be found at [www.irs.gov](http://www.irs.gov).**

136. Page 17 Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

Paragraph 2 of the "Addendum to FAR 52.212-4" (Solicitation at page 17) states that the Contracting Officer "may unilaterally invoke any of the contingency options set forth in this contract." Please specifically identify the referenced "contingency options."

**DLA Troop Support Response: "Contingency Options" as stated in this clause is to include but not limited to actions such as termination, suspension of work or any other administrative change within the scope of the contract.**

Paragraph 2 of the "Addendum to FAR 52.212-4" (Solicitation at page 17) allows the Contracting Officer to make certain changes to the contract. If any such change causes an increase in the contractor's cost of performance or the time required for performance, will the contractor be entitled to an equitable adjustment?

**DLA Troop Support Response: The Contractor is entitled to submit a request for equitable adjustment.**

137. Page 31 DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(c) The requirements of this clause do not apply to any subcontractor that is

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Contracting Officer.

What if APPF is in place - does or does this clause not apply to the APPF; can information and guidance being provided by the Contracting Officer?

**DLA Troop Support Response: DLA Troop Support has provided the most current information available; however, if additional information becomes available, such information will be provided via an amendment to the solicitation.**

138. Page 26 (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Product protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

Please provide an order of precedence for items (d)(1)-(3) if a conflict arose between them.

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011) is not ambiguous and therefore should be construed based on the plain meaning of the clause language. An order of precedence cannot be provided, as this is a CENTCOM specific clause.**

139. With regard to (d)(4), will DLA-TS be obligated to timely identify and provide copies to the Contractor of the Combatant Commander's orders, directives, and instructions applicable to the Contractor?

**DLA Troop Support Response: Yes. DLA Troop Support will timely identify and provide copies of these orders, directives, and instructions applicable to the Contractor.**

140. Page 29 (i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor owned weapons and ammunition to specified employees;

Will DLA-TS approve arming of the Contractor's staff since the Contract will be working "outside the wire" if all conditions are met?

**DLA Troop Support Response: DLA Troop Support will approve arming in accordance with the process identified in the 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2011-O0004) (APR 2011), and 952.225-0001- Arming Requirements and Procedures for Personal Security Services Contractors and for Requests for Personal Protection (AUG 2010).**

141. Reference: Page 27, 50, and 53. Question: Are the listed medical exams and vaccinations only required for the "fitness for duty" requirement or are there more than would need to be done?

**DLA Troop Support Response: The solicitation sets forth the requirements on Pages 27, 50, and 53.**

**Defense Base Act (DBA)**

142. Page 22 FAR 52.228-3 – Workers Compensation Insurance (Defense Base Act) (Apr 1984) Will any change in the security situation or any other material operational requirements cause changes to the DBA premium be at the Contractor's risk?

**DLA Troop Support Response: Yes, the Contractor bears the risk of any changes to its DBA premium.**

143. Will DBA insurance apply on top of the current requirement from the Ministry of Interior to pay compensation of US\$14,000 per casualty for private security employees?

**DLA Troop Support Response: As stated in FAR 52.228-3 –Workers Compensation Insurance (Defense Base Act) (Apr 1984), the Contractor shall provide such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires. This is in addition to any other requirements by the host nation.**

144. Will offerors be obliged to document DBA coverage for the PSC(s) it uses as part of the bid in the light of the DBA insurance carriers reluctance to insurance PSCs in Afghanistan?

**DLA Troop Support Response: No, the Contactor is not obligated to document DBA coverage in its offer. Offerors will be required to document DBA coverage during the implementation / ramp-up phase.**

**COR Information**

145. RFP, SOW, Supplies/ Services & Prices; pg. 76, Sec II, para. F. The solicitation states that the contractor must provide up-armored vehicles for the COR. The cost of an armored vehicle in Afghanistan is currently very high. Question a: Is it the intent of the Government that the contract should provide one FAV for each assigned COR, one for use by all CORs assigned to a particular facility, or one vehicle for use by all contract CORs independent of where they are assigned? Question b: Will the contractor be required to furnish a driver for the FAV(s)? Question c: Is the Government's estimated \$100,000 cost of the COR support program calculated per COR, per facility, or for the entire program?

**DLA Troop Support Response: Yes, it is the intent of the Government that the COR support required by the solicitation should be based on each distribution facility. The Government's estimated cost is per facility.**

146. Page 76. F. Contracting Officer's Representative (COR): The contractor will be required to provide life support for the CORs. This support will provide for, but is not limited, to the following support items: cell phones, non-tactical, up-armored vehicles, security from one

part of the warehouse to another, etc. It is estimated that this support will be priced at approximately \$100,000 per year. The solicitation defines a requirement for up-armed vehicles, how many vehicles are required and will the COR drive with this vehicle outside the contractors facility. If so who will be liable for the COR and the vehicle if an incident occurs?

**DLA Troop Support Response: The requirement is one (1) vehicle per main distribution facility. The solicitation requires that the prime vendor provide one (1) non-tactical, up-armored vehicle per main distribution facility. As part of his/her duties under the contract, the Contracting Officer Representative ("COR") may need to drive this vehicle outside of the prime vendor's facility. In the event of an incident occurring where damage/harm is sustained against the COR and/or the vehicle inside or outside of the prime vendor's facility, the Government will review said incident to determine liability of the parties. However, please note that the prime vendor is required to carry all relevant insurance.**

147. How many vehicles are estimated to be provided since there is a requirement of a single parking space at the main facility?

**DLA Troop Support Response: The requirement is (one) 1 vehicle per facility.**

148. Who is responsible for the COR's security while in the warehouse and when moving between facilities?

**DLA Troop Support Response: The Contractor is responsible while the COR is in the warehouse; however, while moving between facilities, the Government is responsible.**

149. Will the COR continue to be located at the Contractor's facility when the APPF as part of the current bridge will take over the security and all armed guards will be Afghan nationals?

**DLA Troop Support Response: Yes, the COR will be located at the Contractor's facility throughout the life of the contract.**

### **Storage and Distribution of Containers (Other than Class I)**

150. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.2 & G.5.a.4 The solicitation states that, "The contractor shall have the ability to receive and maintain at least 2,000 twenty foot containers at any time." It goes on to say, "Containers will be received, stored and issued without any breakdown of the container's contents." Question a: Will the contractor be required to provide a temperature controlled or weather protected storage area for any of the containers? Question b: If so, what percentages of containers will need temperature control and/or weather protection? Question c: Will any of the containers be reefers, or other specialty containers requiring the installation of additional infrastructure for power receptacles?



**DLA Troop Support Response: The contractor will not be required to provide a temperature controlled or weather protected storage area for any of the Other than Class I Containers. None of the containers will be reefers or specialty containers requiring the installation of additional infrastructure for power receptacles.**

151. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.2 Question: Can government clarify the time period over which a contractor might be expected to receive 2000 containers?

**DLA Troop Support Response: The Contractor will receive containers during the ramp up / ramp down period.**

152. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.2 Question: How much notice will be provided for the shipping or receipt of containers?

**DLA Troop Support Response: The Contractor will be given at least 21 days notice for receiving the containers and at least 5 days notice for shipping the containers.**

153. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.3 Question: Will non Class-1 Containers be subject to ITV requirements for receipt, storage and delivery as per the SOW requirements for Class 1 operations?

**DLA Troop Support Response: Yes, Other than Class I Containers are subject to ITV requirements.**

### **Quality Assurance**

154. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.5.a.3 Provision of digital photographs of contents implies that containers will be opened and contents removed to make photographs, but the following paragraph stated that no breakdown of contents will be made. Question a: Please clarify the degree of container breakdowns required. Question b: Will any containers be sealed, with a requirement to maintain seal integrity?

**DLA Troop Support Response: Breakdown is the opening of the container and taking a photo. Yes, maintenance of seal integrity will be required.**

155. RFP, SOW, Description/ Specification, pg. 122, Sec VIII, para. B.1.c & B.2.a The solicitation specifies that the government will conduct an initial audit once per tier, and that contractor must bear the cost of this 'initial audit' at approximately \$9,500. In paragraph 2.a the solicitation goes on to say, "The Government reserves the right to conduct unannounced food audits." Question: Will the Government reimburse the contractor for any additional

audits since it would be impossible to figure an unknown number of additional audits into the Distribution Price?

**DLA Troop Support Response: No, DLA Troop Support will not reimburse the contractor for any additional audits.**

### **GPS**

156. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.6.a. The solicitation states that, "The bobtails, flatbeds, shipment containers, reefers, non-tactical vehicles, etc. are required to be tagged with GPS devices." Question: Does each component have to have a separate GPS device, i.e. Bobtail, trailer, containers?

**DLA Troop Support Response: Yes, each separate component, i.e. Bobtail, trailer, container, must have a separate GPS device.**

### **Inbound Transportation from the Southern Caucasus / Central and Southern Asian States (SC / CASA) (Shipment of product from SC / CASA to the contractor's OCONUS distribution facility)**

157. RFP, SOW, Supplies/ Services & Prices; pg. 81, Sec II, para. G.9 Question: Will the contractor also be required to retrograde empty containers to SC/CASA? If so, how should this retrograde activity be incorporated into the pricing?

**DLA Troop Support Response: The Contractor is not required to retrograde empty containers to SC / CASA.**

158. Page 86. 9. Inbound Transportation from the Southern Caucasus / Central and Southern Asian States (SC / CASA) (Shipment of product from SC / CASA to the contractor's OCONUS distribution facility). What are the maximum volumes of product DLA-TS expect will be sourced and therefore transported from SC/CASA countries?

**DLA Troop Support Response: The Contractor determines how much product will be sourced from SC / CASA, not the Government.**

### **Airlifts: (Emergency Airlifts from Out of Country to contractor's OCONUS distribution facility)**

159. Page 78. 2. Airlifts: (Emergency Airlifts from Out of Country to contractor's OCONUS distribution facility). It is estimated that 0.5 percent (%) of the total sales volume for

Afghanistan will require emergency airlifts. Who bears the risk and cost if the emergency airlifts exceed 0.5%? Is there any limit to this risk?

**DLA Troop Support Response: The Contractor bears the risk. There is no limit to this risk, however under the current contract airlifts have been estimated at .5%.**

160. Who bears the risk for emergency airlift in extreme situations such as the closure of Pakistan and inability to move any volume through that corridor?

**DLA Troop Support Response: The Contactor bears the risk.**

161. Who bears the risk if a warehouse facility is destroyed through insurgent attack, fire or other act of war, and significant volumes of product need to be flown in for an extended period of time, via emergency airlift to sustain the force?

**DLA Troop Support Response: The Contractor bears the risk.**

### **Military Technical Agreements**

162. Page 93 V. STATUS OF FORCES AGREEMENT (SOFA) / MILITARY TECHNICAL AGREEMENT (MTA) Applicable stationing agreements, to the best of DLA Troop Support's knowledge at this time, contain provisions permitting the importation of subsistence items and other supplies intended for U. S. Forces free of duties and taxes. As a result, all products intended for overseas shipments under this contract must be shipped from the United States in containers separate from any product shipped for the contractor's commercial customers. Are the logistics services provided to U.S. Forces under this contract also exempt from tax?

**DLA Troop Support Response: This contract is for supplying United States forces, rather than ISAF, so the provisions of the Military Technical Agreement do not apply. This contract is governed by Diplomatic Note 202, entered into force May 28, 2003 (DipNote). Under the provisions of the DipNote, the Prime Vendor may import and export services and be exempt from customs duties, taxes or any other charges assessed within Afghanistan.**

163. Will the Contract to be awarded be covered by the Military Technical Agreement (MTA)?

**DLA Troop Support Response: This contract is for supplying United States forces, rather than ISAF, so the provisions of the Military Technical Agreement do not apply. This contract is governed by Diplomatic Note 202, entered into force May 28, 2003.**

164. Will the Contract to be awarded be covered by Diplomatic Note #202?

**DLA Troop Support Response: Yes, this contract is governed by Diplomatic Note 202, entered into force May 28, 2003.**

165. Currently the MTA is being challenged by the Government of the Islamic Republic of Afghanistan (GIROA) and there is great uncertainty about the outcome. Can a foreign Contractor (Local Afghan Companies holding prime contractor contracts will pay all applicable taxes) assume that the tax free status offered by the MTA applies to this PV Contract?

**DLA Troop Support Response: This contract is for supplying United States forces, rather than ISAF, so the provisions of the Military Technical Agreement do not apply. This contract is governed by Diplomatic Note 202, entered into force May 28, 2003.**

166. Will DLA TS offer any support if the GIROA enforces taxes against the Contractor that are not in accordance with the MTA or the Dip Notes #202?

**DLA Troop Support Response: Upon request of the contractor, DLA Troop Support will provide to ISAF or to the contractor information pertaining to the contract terms and methods of performance that is authorized by law.**

### **Force Protection / Food Defense**

167. Will the Contractor be allowed to use food product arriving in a container where a few cases have gone missing since loading at the supplier and thereby evidence that someone had unauthorized access to the load or should the entire load be disposed on force protection grounds?

**DLA Troop Support Response: No, the contractor shall not use food product arriving in a container where there is evidence that someone had unauthorized access to the load. Product in containers that arrive with broken or missing seals will be rejected in its entirety..**

168. Page 94 E. Product Protection/Food Defense: Will the Contractor be allowed to use food product arriving in a container where the seal is missing or should the load be disposed of on force protection grounds?

**DLA Troop Support Response: No, the contractor shall not use food product arriving in a container where the seal is missing. Product in containers that arrive with broken or missing seals will be rejected in its entirety.**

169. Contractor will have no control over the inbound container process and will have no possibility of taking measures against situations covered by Questions 165 and 166. Will DLA-TS pay for such product being disposed of on force protection grounds?

**DLA Troop Support Response: No, the contractor bears the risk as it still has title to the product. Delivery terms under this contract are FOB Destination. Therefore, title of product and risk of loss do not pass to the Government until acceptance.**

170. What anti-tampering measures are the vendors expected to take? What happens if there is only one or two approved vendors for a particular item – how can competition be assured and what anti-tampering measures should be taken?

**DLA Troop Support Response: Seals must be intact. The contractor shall not use food product arriving in a container where the seal is missing. Product in containers that arrive with broken or missing seals will be rejected in its entirety.**

### **Miscellaneous**

171. RFP, SOW, Inspection and Acceptance, pg. 132, Sec IV, para. D. If a product is rejected during delivery the solicitation states, "...one (1) copy of the credit memo is to be given to the customer..." Question: Is it the intent of the solicitation that the Driver must be capable of providing the credit memo, or may that be provided to the customer at a later point?

**DLA Troop Support Response: The following sentence will be deleted from the solicitation via an amendment: "In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA Troop Support Contract Specialist."**

172. RFP, SOW, Deliveries & Performance, pg. 139, Sec VII Question: On what holidays does the Government require special decorations and food products, e.g. 4th of July, etc?

**DLA Troop Support Response: The Government requires special decorations and food products on the following days: Thanksgiving, Christmas, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day and the Service birthdays; U.S. Army: June 14; U.S. Air Force: September 17; U.S. Navy: October 13; and U.S. Marine Corps: November 10.**

173. Page 14 (j) Risk of loss. How will the Government reimburse the Contractor when the Government requires the Contractor to buy and stock product and provides initial demand forecasts, and the product expires prior to Customer delivery?

**DLA Troop Support Response: The contractor bears the risk as it still has title to the product. Delivery terms under this contract are FOB Destination. Therefore, title of product and risk of loss do not pass to the Government until acceptance.**

174. Page 30 (1) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens. Will the Contractor be offered any USG support with evacuation or personnel or assets if the security situation requires it?

**DLA Troop Support Response: In general, the onus for interpretation of, and compliance with, all clauses falls on the contractor. It is DLA Troop Support's position that DFAR 252.225-7995 is not ambiguous and therefore should be construed based on the plain meaning of the clause language.**

175. Page 75 E. Inventory & Warehouse Management. It is estimated that the contractor will be required to maintain a minimum of 60 days of supply of contractor product at all times at its OCONUS warehouse location(s). These estimates were developed using current contract data adjusted by troop strength projections. Does the 60 days of supply apply to GFM and water? If yes, is the minimum number of pallets (90,000 pallets) required in the solicitation accurate?

**DLA Troop Support Response: The 90,000 pallet requirement does include bottled water; however, it is estimated that the contractor will be required to maintain a minimum of 525,000 cases of bottled water. The 60 days applies to Contractor Owned Product. The Government does not disclose days of stock for GFM.**

176. Are the current facilities available for lease?

**DLA Troop Support Response: The Government does not own the current facilities.**

177. RFP, SOW, Supplies/ Services & Prices; pg. 73, Sec II, para. A. The contract is to deliver subsistence supplies to multiple U.S. facilities. In Afghanistan, entry to U.S. bases is often a multi-day process. Question: Will the customer expedite the processing of delivery vehicles through the ECPs?

**DLA Troop Support Response: A minimum of a 1 day delay at ECPs is expected for all regions.**

178. If more than two emergency drops per customer will be required, will the contractor be able to bill DLA at higher rates than standard delivery?

**DLA Troop Support Response: There is not enough information to provide an answer.**

179. Will assets under construction at the time of the proposal be given full credit as a contract asset?

**DLA Troop Support Response: Offerors' proposal will be evaluated in accordance with the solicitation. For Factor II, The location of OCONUS warehouses and facilities, and the nature of and risk attendant on the offeror's access to and control over the warehouse(s) and facilities will be evaluated. If facilities are not owned, in general, an existing, legally-binding long-term leased agreement or commitment to enter into such an agreement that provides full use of facilities conforming to the requirements of the solicitation is likely to result in a higher rating than a proposed or contingent arrangement, or one which provides only partial facility use or otherwise raises questions concerning whether the offeror will have complete facilities available for contract performance when needed**

180. For those assets under lease for the purposes of the SPV contract, does a minimum lease period apply?

**DLA Troop Support Response: If facilities are not owned, in general, an existing, legally-binding long-term leased agreement or commitment to enter into such an agreement that provides full use of facilities conforming to the requirements of the solicitation is likely to result in a higher rating than a proposed or contingent arrangement, or one which provides only partial facility use or otherwise raises questions concerning whether the offeror will have complete facilities available for contract performance when needed**

181. *"The Prime Vendor will provide a minimum of two "emergency" orders (excluding mobilization actions) per month per customer at no additional charge."* Is the number of free of charge Emergency Orders the Contractor must provide unlimited?

**DLA Troop Support Response: The contractor will provide no more than two emergency orders per month. All emergency orders must be approved by the Contracting Officer.**

182. How much buffer stock and storage is required for contingency purposes?

**DLA Troop Support Response: The contractor will be required to have the ability meet surges of 200% of normal demand levels.**

183. What time limits will DLA TROOP SUPPORT place on assets being retained for storage and other government purposes before the Contractor is permitted to request additional charges? Is the contractor entitled to an equitable adjustment if the military commandeers assets? Who will pay for the demurrage?

**DLA Troop Support Response: There are no time limits. No, the Contractor is not entitled to an equitable adjustment. The contractor bears all risk and responsibility for personal injury or death of its employees or agents, or subcontractor employees or agents, or for any**

**damage to, loss of or demurrage of equipment during the transportation of product into and within Afghanistan.**

184. May I get a copy of the Attendee List to the Pre-Proposal Conference on May 10, 2011, for the DLA Troop Support Solicitation Number SPM300-11-R-0063?

**DLA Troop Support Response: DLA Troop Support will not release a list of the attendees at the Pre-Proposal Conference.**

**THE QUESTION PORTION OF THE AMENDMENT SUBMITTED BY THE POTENTIAL OFFERORS WERE INCLUDED IN THE AMENDMENT AS SUBMITTED BY THE OFFERORS.**