

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 08 July 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	CODE SPM300	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-11-R-0063	9B. DATED (SEE ITEM 11) 26 April 2011
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	
FACILITY CODE			10B. DATED (SEE ITEM 13)	

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.

(X) 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 date and time for receipt of proposals remains the same, July 13, 2011 at 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 (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

Page 56:

Delete :

“952.225-0016 CONTRACTOR DEMOBILIZATION (NOV 2010)” in its entirety.

Substitute the following:

952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (JUN 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor’s company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C³) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS,

which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

Page 73, II. WORK TO BE PERFORMED, A. Afghanistan:

Delete:

Note: The estimated sales volume was developed using troop strength projections and location. This estimate does not commit the Government to orders above the guaranteed minimum ordering amount specified elsewhere in the solicitation, nor does it provide a basis for equitable adjustment if actual orders under the contract do not approximate the estimate.

Substitute the following:

Note: The estimated sales volume represents the estimated weekly demand of each item multiplied by the current contract unit price. Based on the current contract's historical demand, DLA Troop Support developed an estimated weekly quantity for each item on the schedule of items. Each item's estimated weekly quantity was then multiplied by the current contract unit price and adjusted for a 66 month performance period. Further, the estimated sales volume and estimated dollar value do not commit the Government to orders above the guaranteed minimum ordering amount specified elsewhere in the solicitation, nor does it provide a basis for equitable adjustment if actual orders under the contract do not approximate the estimate.

Page 96, Section VII. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM QUANTITY:

Insert the following:

Note: DLA Troop Support is aware that in a recent public speech, the President of the United States indicated possible changes in U.S. troop levels in Afghanistan. However, DLA Troop Support has not received any official notice regarding the implementation of such changes. Based on the ever-changing political climate in both Afghanistan and the United States, additional changes may be proposed prior to contract implementation. Because DLA Troop Support has not received an exact timeline or official details with respect to the proposed drawdown, any change in the current estimated quantities or sales volume would be purely speculative. The current estimated quantities, sales volume, and dollar value are based on the most up to date and available contract data reflecting approximately 130,000 personnel. DLA Troop Support will not amend or revise its estimated sales volume or estimated dollar value unless, and until, it receives official notice and guidance regarding changes in U.S. troop levels in Afghanistan. Offerors are reminded that the government is only committing to the contract's 1% guaranteed minimum. Offerors should consider all of this information when determining its price and its allocations of fixed overheads. If information becomes available prior to award, offerors will be notified via an amendment to the solicitation.

Pages 100, X. Categories of Items; Attachments 1 and 3:

The following stock numbers are deleted and replaced with new stock numbers as indicated in the table below:

DESCRIPTION	DELETED STOCK NUMBER	NEW STOCK NUMBER	
APPETIZER, FZN, CHEESE STICKS, MOZZARELLA, BTRD, 4/3 LB BOX	894001E607236	894001E599531	
BEEFSTEAK, SWISS, BRASING, FZN, PORTION, 138/6 OZ EA (53 LB	890501E607309	890501E618590	
CAKE MIX, YELLOW, PREP W/WATER ONLY, NO. 10 SIZE CAN, 6/CS	892001E607641	892001E617105	
COCOA BEV PDR, SWT 6/50 CT BX	896001E604215	896001E097005	
EGG MIX, BTR FLAV, DEHY, UNCOOKED, PASTEURIZED, 21.16 OZ PG	891001E615674	891001E617810	
FISH CRAB LEGS & CLAWS, BRN KING, P/C, FZN, SPLIT, 32-40 LE	890501E616710	890501E604317	
PORK SPARERIBS, CKD, FZN, ST LOUIS, VAC PAC, 10/2.2 - 3.1 LB	890501E608298	890501E603677	
SAUSAGE, POLISH, LINKS, P/C, FZN, KIELBASA, SMK, NAT CASING	890501E615893	890501E617067	

DESCRIPTION	DELETED STOCK NUMBER	NEW STOCK NUMBER	
SOUP AND GRAVY BASE, INST BEEF PWD, 12/1 LB PG/CASE	893501E617186	893501E601723	
SOUP AND GRAVY BASE, INST CHICKEN PWD, 12/1 LB PG/CASE	893501E617187	893501E600358	
STRAWBERRIES, FZN, SL, SUGAR SYRUP, 6/6.5 LB CO	891501E607244	891501E595396	
SUGAR SUB, SWT N LOW, SACCHARIN, 2000/1 GM PG	892501E616149	892501E618024	
TACO SHELLS, CORN, YELLOW THERMFORM, NITROGEN FLUSHED, 10/20	892001E609706	892001E598142	
TURKEY, WHOLE, SMOKED, CKD, FZN, 2/14-16 LB EA, (30 LB AVG	890501E615884	890501E613033	
VEG, BEANS, REFRIED, 6/# 10 CN	891501E607818	891501E612439	

Pages 100, X. Categories of Items; Attachments 1 and 3:

The following UOM are deleted and replaced with the new UOM as indicated in the table below:

DESCRIPTION	DELETED UOM	NEW UOM
HEALTH AND COMFORT PACK, 30 DAY SUPPLY OF ACCESSORIES, FOR	BX	CS
HEALTH AND COMFORT PACK, FEMALE, 10 WOMEN, 30 DAYS, TYPE II	BX	CS
HEALTH AND COMFORT PACK, PERSONAL BODY WIPES, FOR BATHING F	BX	CS
MEAL, RELIGIOUS, HALAL, IND, RTE, 1/12 CT BX	BX	CS

The following replaces language found on Page 2 of Amendment 5. Changes/Additions are noted in *italics*:

STOCK NUMBER	DESCRIPTION	SOURCE
890501E607950	BEEF CHUCK (POT ROAST), CLOD 10-14 LB EA (53 LB AVG CS) NAM	<i>RPQ</i>
890501E620012	TURKEY PATTIES, F/C, FZN, 4.4-4.6 OZ EA, 4/10 LB CS	<i>ROSE PACKING</i>

The following replaces language found on Page 6 of Amendment 5. Deletions are noted in *italics*:

STOCK NUMBER	DESCRIPTION	SOURCE
890501E950153	<i>FISH, CRAB MEAT, IMITATION, FZN, FLAKE 2.5 LB CO, 12/CS</i>	

Page 135, IV. Delivery Instructions, I:

Delete:

“At some sites, the contactor will need to provide and utilize its own material handling equipment (e.g. forklift or pallet jack) since some sites may lack loading docks and / or material handling equipment.”

Note: In response to the solicitation, DLA Troop Support has received the following questions from potential offerors. 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.

- 1.) At page 31 of the Solicitation, paragraph (p) [of (Class Deviation 2007-O0010 Contractor Personnel in the United States Central Command Area of Responsibility (Oct 2007))] entitled “Changes” states that the Contracting Officer may “make changes in place of performance or Government-furnished facilities, equipment, material, services, or site.” It further states that “Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.” Specifically, to which “Changes clause” does this refer? May the contracting officer make such changes unilaterally? 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 “Changes clause” refers to FAR 52212.4(c) and the Addendum to FAR 52.212-4(c). As the solicitation states, “(1)The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract. (2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following: (i) method of shipment or packing; (ii) place, manner, or timely of delivery.” If the contractor believes it is entitled to an equitable adjustment, the contractor may submit a request for equitable adjustment to the contracting officer. Each request for equitable adjustment is subject to approval by the contractor officer on a case by case basis.

- 2.) Will the Contracting Officer be entitled to make unilateral changes to the contract other than those changes specifically listed in (i) paragraph 2 of the “Addendum to FAR 52.212-4” (Solicitation at page 17) and (ii) at paragraph (p) of “Class Deviation 2007-O0010 Contractor Personnel in the United States Central Command Area of Responsibility” (Solicitation at page 31)? If so, please specifically identify the provision(s) authorizing such change(s) and whether or not the contractor will be entitled to an equitable adjustment if any such change causes an increase in the contractor’s cost of performance or the time required for performance.

DLA Troop Support Response: FAR 52.212-4(c), Addendum to FAR 52.212-4(c), and “Class Deviation 2007-O0010 Contractor Personnel in the United States Central Command Area of Responsibility” represent the Contracting Officer’s authority to make unilateral changes to the contract. If the contractor believes it is entitled to an Equitable Adjustment, the contractor may submit a request for equitable adjustment to the contracting officer. Each request for equitable adjustment is subject to approval by the contractor officer on a case by case basis.

3.) Page 56, 952.225-0016 – CONTRACTOR DEMOBILIZATION (NOV 2010)

(1) Exit from Iraq:

952.225-0016 (pp. 56-59) includes several references to Iraq and requirements relating to Iraq (see, e.g, paragraphs 1 and 7) Should this not refer to Afghanistan instead?

DLA Troop Support Response: Clause 952.225-0016 Contractor Demobilization (NOV 2010) is the most up to date version of the clause to be used for contracts with performance in Iraq and Afghanistan. The clause as included in the solicitation has the correct language which references Iraq. Applicable updated CENTCOM clauses will be modified into the contract as necessary.

4.) Solicitation p103: Early Payment discount is no more than 2 percent of the supplier’s invoice and the early payment is required within 10 days to obtain the discount. Is there any limitation on the credit time that can be offered by the CONUS supplier e.g. can a supplier offer credit time equal to the time it takes from product is loaded into the container in CONUS and until the product arrives at the DODAC in Afghanistan? Is the prime vendor and the supplier free to agree that the product risk passes to the prime vendor at a time after the product is received by the USC carrier e.g. can the prime vendor and supplier agree that product risk passes when the product is received by the prime vendor in Afghanistan.

DLA Troop Support Response: In accordance with the solicitation, the contractor may retain an Early Payment discount that meets the following conditions: 1. The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date; 2. The Early Payment discount is consistent with commercial practice; 3. The Early Payment discount is routinely given by the manufacturer/growers to customers other than the contractor at the same discount rate and under the same conditions as provided to the contract; 4. the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or a rebate or in exchange for a higher invoice price; 5. the Early Payment discount is no more than 2 percent of the Manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and 6. The contractor actually made the required payment within the time period required to receive the discount. Therefore, a CONUS supplier cannot offer "credit time" to a Prime Vendor in order to postpone or prolong the starting date of the Early Payment discount.

The solicitation establishes both the contractor's and the Government's rights and responsibilities with respect to transportation. (Solicitation p. 88-93). Because of the solicitation's requirements with respect to the overseas transportation of product, the product entering DTS shall be the property of the contractor.

- 5.) Import Duties related to warehouse and supply chain assets: The GIROA currently places import duty on assets that are not being sold by contractors to the ISAF even though such assets are used in support of the ISAF. Import duty on construction materials of up to 15% is one example. Will DLA TS ensure that the successful prime vendor is exempt from such duties and will the successful prime vendor be granted additional mobilization time if building material is held up due to duty disputes with the GIROA? Will DLA TS in case of building material being held at the border by the GIROA pending duty payment allow the successful prime vendor to pay such duties to meet the mobilization requirements and will DLA TS reimburse such duty payments made?

DLA Troop Support Response: This contract is governed by Diplomatic Note 202, entered into force May 28, 2003 (DipNote). Under the provisions of the Dip Note, the Prime Vendor may import and export services and be exempt from customs duties, taxes, or any other charges assessed within Afghanistan. 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. The successful Prime Vendor must meet the requirements of the implementation period. DLA Troop Support will not reimburse the Prime Vendor for any custom duties, taxes, or any other charges assessed within Afghanistan.

- 6.) GIROA tax and fee claims: There is currently significant disagreement between the ISAF and the GIROA in terms of the interpretation of the MTA. Similar issues are expected to impact the US Diplomatic Notes #202. The incumbent prime vendor was in the last quarter of 2010 faced with significant tax claims which were arbitrary and not based on the MTA or the Diplomatic Notes #202 and ended up having to make a tax deposit in excess of US\$10m. Many (if not all) ISAF contractors are faced with the same issues. Similar issues arise within other areas (road tax, airport parking fees etc) where the GIROA is seeking to impose taxes and fees to increase revenues without adherence to the MTA and the Diplomatic Notes #202. Will DLA TS expect the Prime Vendor to follow the MTA and the Diplomatic Notes #202 regardless of claims raised by the GIROA with likely operational impacts as the ultimate outcome or will DLA TS expect the prime vendor to give priority to operations and pay such claims and seek reimbursement from DLA TS or the GIROA at a later stage?

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. DLA Troop Support will not reimburse the Prime Vendor for any custom duties, taxes, or any other charges assessed within Afghanistan.

- 7.) The UOM for categories are EA while the DP category states “Mod” plus the cases per “mod”; e.g.:

NSN: 8970015256344

Description: UGR A, BF1, SEMI-PERISHABLE, 50 MEALS, REG 8970015256726 (B

DF category: GFM DRY MOD (2 CASES)

DF Cat #: 12

UOM: EA

NSN: 8970014330561

Description: UGR H&S BF1 SS, 50 MEALS, REG BREAD & MILK

DF category: GFM DRY MOD (3 CASES)

DF Cat #: 13

UOM: EA

- a. Should the DP be per “Case” or per “Mod”?
- b. Is the provided volume by “EA” the volume in “Mod” or the volume in “CS”?

DLA Troop Support Response:

- a. **The DP is per “Mod” (Module).**
- b. **The provided volume by “EA” is the volume in “Mod” (Modules).**

- 8.) Does the price hold of 30 days also apply to MPA items?

DLA Troop Support Response: Yes, the price hold of 30 days also applies to MPA items.

- 9.) Can the transportation cost ex. Afghan manufacturer to the contractor’s OCONUS facilitie(s) be part of the product price? If not should this cost be part of the Standard or Non Standard Distribution Price?

DLA Troop Support Response: This cost is part of the Non-Standard Distribution Price.

- 10.) The information provided in Amendment 5 is contradictory to the information received in Amendment 3. Which amendment has priority and should be used for the business proposal?

Item Number: 25

890501E950038 - BEEF FOR STEWING, FZN, DICED, MIN US CH GR, 8/7 LB BG, N#13

The Amendment 3 states that this item has a MPA from Tyson; however according to Amendment 5 this item has to be sourced from the approved source/company Quantum/Rastelli.

DLA Troop Support Response: Suppliers identified in Amendment 5 as “Joint Culinary Center of Excellence (JCCoE) 28-Day Menu Source List” approved sources take precedence over suppliers identified in Amendment 3 as “MPA Holders.”

11.) Air Distribution

- a. Will an ISAF call sign be issued for each delivery; each day or in some other way?
- b. Will space be available for parking the necessary aircraft and helicopters at the relevant airports?
- c. Can you make available the airstrip length at each location where fixed wing aircraft can be used?

DLA Troop Support Response:

- a. **An ISAF call sign will be issued for each delivery.**
- b. **Currently, the United States Government provides military ramp space at Sharana and Bastion. However, the availability of military ramp space is subject to change. Ramp space at civilian locations must be secured by the offeror.**
- c. **This information can be obtained via an internet search.**

12.) Importation (and ultimate re-exportation) of assets

The solicitation requires a huge investment in assets to perform the scope of work. Please confirm either of the following:

- a. Assets may be imported tax and duty-free for the purposes of contract performance;
or
- b. The rates of duty payable on different classes of assets.

DLA Troop Support Response: 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. Upon request of the contractor, DLA Troop Support will provide to ISAF or the contractor information pertaining to the contract terms and methods of performance that is authorized by law. DLA Troop Support will not reimburse the Prime Vendor for any custom duties, taxes, or any other charges assessed within Afghanistan.

- 13.) The solicitation refers to Line item numbers and bidders are expected to identify the line item numbers on the quotes they will be submitting to DLA, and collated in sequential numerical order. However, the schedule of items does not identify the line item number of the individual items. That is, Attachments 1 and 3 do not provide bidders with a field identifying the line item number.

Please identify the line item number for every single item so we may comply with solicitation requirement.

DLA Troop Support Response: There are 706 items in the Schedule of Items. For evaluation purposes, 894001E607236 - APPETIZER, FZN, CHEESE STICKS, MOZZARELLA, BTRD, 4/3 LB BOX will be identified as Line Item #9, and 891001E391463 - YOGURT, REG, SBERRY, CHL, 48/100 GM CO will be identified as Line Item # 714.

- 14.) In pages 2 and 152 of the solicitation, DLA requests the offerors to submit quotes in binders as follows;

- v. Binder #1 Invoices For Items (1 – 200)
- vi. Binder #2 Invoices For Items (201 – 400)
- vii. Binder #3 Invoices For Items (401 – 600)
- viii. Binder #4 Invoices For Items (601 – 705)

According to the SOI provided by DLA there are in fact 706 different line items. Please confirm that Binder#4 should in fact contain the invoices/quotes for Items (601-706).

DLA Troop Support Response: There are 706 items in the Schedule of Items. For evaluation purposes, 894001E607236 - APPETIZER, FZN, CHEESE STICKS, MOZZARELLA, BTRD, 4/3 LB BOX will be identified as Line Item #9, and 891001E391463 - YOGURT, REG, SBERRY, CHL, 48/100 GM CO will be identified as Line Item # 714.

Binder #1 will contain invoices for items 9-208

Binder #2 will contain invoices for items 209-408

Binder #3 will contain invoices for items 409-608

Binder #4 will contain invoices for items 609-714

- 15.) According to Attachments 2&4 – DLA estimates that RC – West will be 100% Fixed wing, however, Attachment 1&3 indicates that DODAAC W98CVH has rough aircraft landing and needs HELO.

Consequently, previously mentioned 100% cannot be correct. Please confirm that orders to DODAAC W98CVH cannot be delivered by Fixed wing assets. If so, please advise on correct percentage of Fixed wing usage in RC – West.

DLA Troop Support Response: In Attachments 2 and 4, RC-West will be 100% Fixed Wing. In Attachments 1 and 3, Column HA, Row 5, the Rough Aircraft Landing Capability of DODAAC W98CVH should read “Fixed Wing” in lieu of “Helo.”

- 16.) According to Attachment 1, the below item is identified as being part of category 14 and category “GFM FZN CS.”

8970015256726	UGR A, BF1, PERISHABLE, 50 MEALS, REQ 8970-01-525-6344 (BF1)	GFM FZN CS	14
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However, in Attachment 2, category 14 is supposed to be “GFM FZN EA”.

Please confirm that category “GFM FZN CS” does not exist and that the above item should have been categorized as “GFM FZN EA.”

DLA Troop Support Response: On both Attachments 1 and 3, “GFM FZN CS” and “GFM FZN EA” are the same DF Category, i.e. DF Category 14. “CS” (Case) equals “EA” (Each).

- 17.) Will DLA provide free fuel to contractor as per Iraq PV contract?

DLA Troop Support Response: No, the Defense Logistics Agency will not provide fuel to the contractor.

- 18.) There are 84 items associated to GFM categories. Please confirm that bidders are NOT required to hand-in quotes/invoices for these items.

DLA Troop Support Response: Offerors are not required to submit quotes / invoices for any items associated with GFM categories.

- 19.) For all items associated to a GFM category, what product price should bidders input in Attachments 1 and 3? \$0?

DLA Troop Support Response: For all items associated with GFM, offerors will input \$0.