

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 73
2. AMENDMENT/MODIFICATION NO 0003	3. EFFECTIVE DATE 12/08/08	4. REQUISITION/PURCHASE REQ NO	5. PROJECT NO (If applicable)	
6. ISSUED BY CODE	SPM300	7. ADMINISTERED BY (If other than Item 6) CODE		
Defense Supply Center Philadelphia Directorate of Subsistence, FTAF 700 Robbins Avenue Philadelphia, PA 19111-5092 Thomas Garofalo, Contract Specialist (215)737-0852				
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO SPM300-08-R-0070		
		<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 07 AUGUST 08		
		10A. MODIFICATION OF CONTRACT/ORDER NO		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

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.

<input checked="" type="checkbox"/> 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 THIS SOLICITATION HAS BEEN ESTABLISHED AS JANUARY 12, 2009, 3:00 PM PHILADELPHIA TIME.

ADDITIONAL DETAILS OF THIS AMENDMENT ARE PROVIDED ON THE FOLLOWING PAGE.

****PLEASE NOTE CHANGE "42." ON THE ATTACHED WHICH DELETES THE PREVIOUSLY POSTED ATTACHEMENT #1 "SCHEDULE OF ITEMS" TO THE SOLICITATION. A REVISED "SCHEDULE OF ITEMS" WILL BE POSTED CONCURRENTLY WITH THIS AMENDMENT 0003.****

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

This amendment contains three sections, Section I contains actual revisions (adds/changes/deletions) to the solicitation requirements. Sections II provides answers to questions which were submitted in reference to the pre-proposal conference. The answers in Section II are provided for clarification purposes only and do not change the requirements in the solicitation. Section III contains a copy of the Pre-Proposal Conference presentation which was held on October 7, 2008.

Section I

1. Delete the paragraph referencing E-mail proposals on page 2 of Amendment 0002 and replace with the following:
Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this amendment. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s).

2. On page 6, add the following note to the bottom of the page:

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

3. Page 17, insert the following three clauses regarding Surge and Sustainment (S&S) after clause 52.216-22 -- Indefinite Quantity (OCT 1995). These clauses dated OCTOBER 2008 replace the clauses previously listed in Amendment 0002 under change #6, which were dated MARCH 2008.

52.217-9006 Surge and Sustainment (S&S) Requirements (OCT 2008)

This solicitation includes items that are critical to support Department of Defense's ability to conduct contingency operations. These items are designated as surge and sustainment items. The S&S delivery requirements are identified in the schedule of supplies and are in addition to normal peacetime contract deliveries. The objective of the S&S in this solicitation is to obtain contractual coverage to meet the S&S requirements for a Monthly Wartime Rate (MWR) or other delivery terms of the identified items in the schedule. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors are required to meet the terms and conditions of S&S requirements. Offerors are evaluated on their ability to meet the terms and conditions of the S&S requirement. The following information defines the requirements of the Defense Logistics Agency (DLA) S&S requirements:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and or accelerated delivery requirements, using production and or supplier base capabilities, in support of DoD contingencies and/or emergency peacetime requirements. This capability includes

both the ability to ramp up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Required Delivery Schedule are identified on an individual item basis, based on the Services' wartime planning requirements. The S&S Monthly Wartime Rate (MWR) is represented as a percentage or an exact number; however some items may require different delivery requirements. The S&S quantity and delivery requirements are above and beyond the production requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.
(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp up and could deliver 40 in the second period and 20 each delivery period thereafter).

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but needs a government investment to be capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the MWR.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR.

(d) Government Investments. Use of government investment may be considered to address S&S coverage shortfalls as specified in (c)(3) to (7) above. Use of government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required prior to any government investment and any investment costs incurred by the supplier without the explicit written approval of the CO are the sole responsibility of the supplier.

(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to validate the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist and occur through final contract delivery. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources, and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other

contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity of supplies identified in the Schedule of Supplies in accordance with the S&S required delivery schedule throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government Changes, Additions and Deletions to S&S Requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule must be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier agrees to support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, or (2) for requirements exceeding those agreed upon in the Schedule and the CAP. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S quantities and the S&S quantities agreed to in the Schedule and CAP during the contingency.

52.217-9007 Surge and Sustainment (S&S) Instructions to Offerors (OCT 2008)

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

Capability Assessment Plan (CAP):

Offeror must submit a CAP that describes the method and capability to meet the surge requirements identified in the Schedule of this solicitation. The CAP must also include the supplier's investment plan, stock rotation plan, and all information required in the ADDENDUM TO FAR 52.212-1 WRITTEN SUBMISSION REQUIREMENTS TECHNICAL PROPOSAL VOLUME 1 of the solicitation.

Offeror must complete and print the CAP or questionnaire summary for submittal as part of the proposal or the offer. Additionally, any attachments cited in the CAP must be submitted as part of the offer.

52.217-9008 Surge and Sustainment (S&S) Evaluation (OCT 2008)

Surge and Sustainment capability is a requirement of this solicitation. The S&S evaluation will be based on the Capability Assessment Plan (CAP), and past S&S performance. The offeror's proposal may be deemed nonresponsive for failure to submit the required S&S information in accordance with the solicitation. The government reserves the right to require additional information if necessary.

The S&S will be evaluated as follows:

(a) CAP/Approach.

The offeror's CAP will be reviewed and assessed for responsiveness, completeness, technical merit and S&S past performance. The CAP must demonstrate the ability to provide the full S&S quantity and delivery requirements as specified in the Schedule, the technical merits of the proposed solutions

to any identified shortfalls in S&S quantity, and delivery requirements and the ability to achieve these without government investment.

(b) Past S&S Performance.

Previous S&S performance will be considered in the evaluation. In the absence of or in addition to DLA S&S past performance, the CO may consider other relevant performance history where the offeror demonstrated the ability to quickly respond to and sustain higher than normal production rates or faster than normal delivery requirements, or both.

4. Page 17, insert the following clause after the three Surge and Sustainment clauses listed above.

52.228-3, Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act ([42 U.S.C. 1651](#), et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

5. Page 17, insert the following clauses after the Workers Compensation Insurance clause listed above.

52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2)(i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)

(a) The term "ex dock, pier, or warehouse, port of importation," as used in this clause, means free of expense to the Government delivered on the designated dock or pier or in the warehouse at the specified port of importation.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2)(i) Deliver shipment in good order and condition; and

(ii) Pay and bear all charges up to the point of delivery specified in the contract, including transportation costs; export, import, or other fees or taxes; costs of wharfage and landing, if any; customs duties; and costs of certificates of origin, consular invoices, or other documents that may be required for exportation or importation; and

(3) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery specified in the contract.

6. Page 26, Delete Clause DSCP 52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) in its entirety.
7. Page 27 and 45, remove all references to Mr. Al Harris as the Contracting Officer's Representative for Japan and replace with Ms. Amelia Runde.
8. Page 28, delete clause DSCP 52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) in its entirety.
9. Page 28, add the following two clauses in their entirety.
DLAD 52.246-9044, Sanitary Conditions
DLAD 52.246-9045, Federal Food, Drug and Cosmetic Act—Wholesale Meat Act.
DLAD 52.246-9046, Phytosanitary Certificates for Export Shipments of Produce.
10. Page 38, paragraph D, has been revised as follows to include Philippines support in Manila for Zone 1 Japan:
Under this solicitation, the Philippines will be supported by Japan (Zone 1). Edwin Andrews Airbase in Zamboanga, Philippines and the MV C Champion ported in Manila, Philippines are currently customers under Zone 1. The Prime Vendor will be required to ship products from Yokohama, Japan to Zamboanga, Philippines and Manila, Philippines within the United States Defense Transportation System, (DTS). Offerors will use established Government rates with Military Surface Deployment and Distribution Command (SDDC).
11. Pages 39, 40, 51, 69, 70 and 104; delete the term "Fresh Milk" for Zone 2 Singapore as Fresh Milk is not available on local Singapore Market.
12. Page 40 under II. WORK TO BE PERFORMED, section C. Zone 3 Diego Garcia and also on Page 105 under Zone 3 Diego Garcia, the average order language for Zone 3 Diego Garcia has been changed as follows:
Average 1 order every four weeks or 12-18 times per year (average order dollar value \$184,000.00.)
13. Page 40 under II. WORK TO BE PERFORMED, add the following to the end of paragraph C. As well as Page 80 under V. Product Quality at the end of section A.

NOTE: Products commonly sold "Chill" in the commercial market but required/identified as "frozen" in the DSCP item description (due to customer needs and mainly for OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include: Hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses (cottage cheese and cream cheese shall not be frozen). These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the PV following the manufacturer's "Freeze-by-Date" guidelines to preclude degradation and to extend shelf-life. The Prime Vendor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. Documentation of the manufacturer's recommended "Freeze-by-Date" and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility. Products required by the DSCP Item Description to be chill must be maintained and delivered chill and products required to be frozen must be delivered frozen to the DSCP customer (no product shall be slow-frozen in any case), unless approved by the Contracting Officer.
14. Pages 42-43 under V. TRANSPORTATION, paragraph 2.
Page 79 under III. ORDER PLACEMENT, paragraph A.

Page 102 under G. Delivery Points for Zone 1 – Japan (Philippines)

Delete in it's entirety delivery requirements for Zone 1 –Japan (Philippines) and replace with the following.

For Zone 1 (Japan) orders to customers in the Philippines:

Customers will provide a lead-time of twenty (30) days before desired delivery date.

The Prime Vendor will be required to ship products from Yokohama, Japan to Zamboanga, Philippines and to the Makita Warehouse located in Manila, Philippines (for the MVC Champion) within the United States Defense Transportation System, (DTS). The ship to address for the Makita Warehouse is stated below. The Prime Vendor will use established Government rates with Military Surface Deployment and Distribution Command (SDDC). The Prime Vendor will receive customer orders via DSCP Subsistence Total Order Receipt Electronic System (STORES) and will be required to pull, segregate, palletize, and containerize products for shipping. Customers may place STORES orders with a longer lead-time; however the minimum lead time is “skip day” to have product available for shipping. Then the Prime Vendor will contact the U.S. Government Agent, DSCP Contracting Officer’s Representative (COR) to schedule the origin inspection. This will be coordinated for same day that the Shipping company (APL) is scheduled to spot the containers at the Prime Vendor Facility in Japan, and then taken to port. The origin inspection should only be for product identity, count, and condition. The Prime Vendor will coordinate the booking request with SDDC. After booking, the containers should arrive at the Prime Vendor facility to be loaded and sealed. SDDC/APL will be responsible for the transportation of the Prime Vendor products from its OCONUS distribution facility in Japan. This transportation method is known as “Point to Point” delivery.

Title is passed to the Government when SDDC picks up the sealed containers from the Prime Vendor’s facility. Reference the following clause for further guidance: 52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)

Makita Warehouse address:

MMG Corp Whse.

Agility Harbour Centre

Lot 9, 10B Block 4, Manila Harbour Centre

Radial Road B10 Vitas, Tondo Manila Philippines

15. Page 43, under V. TRANSPORTATION, paragraph 5.

Add “Whenever practical,” to the beginning of this paragraph.

16. Page 51, under X. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM, paragraph D.

Delete the last three sentences and replace with the following. Also, add the following language to the end of paragraph C. under XXII. ITEMS on page 69.

DSCP is not currently procuring produce to fulfill government requirements in Singapore. Moreover, the vendor will only be required to source produce in Zone 1 Japan in the event that DSCP's produce section is unable to service the requirement in question by other means. Lead-time for production may be as little as 24 hours. The normal skip day delivery RDD will be in effect if this customer requirement becomes the responsibility of the Japan Prime Vendor. A detailed plan of action must be submitted with your proposal to show how the offeror proposes to support this mission.

17. Page 53, under XIII Pricing, Paragraph A (2)(b) Product Price Exception 1, A (3) Distribution Price Definition and change #19 on Amendment 0002. Delete the term “Airfreight” and replace with “Freight”. Under XIII Pricing, Paragraph A (2) (b) (ii) delete the “flown” and replace with “transported”. Also, category #30- Prime Vendor Fresh Fruits & Vegetables (FF&V) has been deleted and replaced by category #32 -Prime Vendor Fresh Fruits & Vegetables (FF&V).

18. Page 54-58 under XIV. CATEGORY OF ITEMS, sections A. and B. have been deleted in its entirety and replaced as follows.

XIV. CATEGORIES OF ITEMS

A. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50.

For Zone 2 Singapore only, distribution fee categories #72 and #73 need to be submitted by the Prime Vendor. These distribution fee categories must include all Additional Costs to Prepare Product for AMC Flights to Diego Garcia to include all Delivery and Packaging Requirements as Stated on Page 104 of the Solicitation. When completing the Bid Proposal Spreadsheet for Zone 2, all pricing shall be based on product being delivered to Singapore Land and Ship customers not to Diego Garcia. Therefore, the total distribution cost for delivering product to Diego Garcia via AMC will include the Zone 2 distribution fee plus either category #72 or #73 depending on if the UOM is a case or pound price. For example, in the case of FF&V to be delivered to Diego Garcia the contract unit price will be:
 Product Price + Category #32 + Category #72.

B. DISTRIBUTION CATEGORIES: **JAPAN, SINGAPORE, AND DIEGO GARCIA**

Distribution Fee Categories		
Category Items	Cat. #	UOM
Beef, Raw, Steaks (Solid Muscle)	1	LB
Steak Cuts (Tenderloins, Strip Loin, Rib Eye, Short Loin)	2	LB
Beef, Raw, Roasts (i.e. Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat	3	LB
Beef – Patties, Ground, Bulk, Raw	4	LB
Beef – Precooked Products (Includes Precooked Ground Beef)	5	LB

Poultry – Raw, Minimally processed bone-in (cut quarters, 8-piece cut, halves, whole), Cornish Hen	6	LB
Poultry – Raw, Boneless and Raw, Breaded or Unbreaded Processed	7	LB
Poultry – Precooked Products	8	LB
Pork – Raw, Whole Loins, Chops, Steaks	9	LB
Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat)	10	LB
Pork Precooked Products	11	LB
Cooked Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	12	LB
Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham	13	LB
Luncheon Meats, Franks, Corn Dogs, Pizza Toppings	14	LB
Lamb, Veal, Breaded & Unbreaded Products	15	LB
Shellfish – Whole Lobster, Lobster Tails, Crab Legs	16	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded	17	LB
Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded	18	LB
Fish, Whole, Portioned, Fillets, Solid Muscle, Unbreaded, Raw	19	LB
Fish –Formed, Fillets, Portioned, Solid Muscle, Breaded, Cooked and Raw	20	LB

	21	CS
Canned and Pouched Fish and Meats, Canned Entrees		
	22	CS
Frozen Entrees		
Frozen: Appetizers, Breakfast, Pizza, Pizza Crust, Burritos, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish	23	CS
Bakery and Cereal Products: Rice, Dried Beans, Crackers, Snack Foods, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons, Bulk Sugar, Cookies Dry, Baking Mixes, Pie Fillings, Granola Bars, Bulk Creamer	24	CS
	25	CS
Locally Procured Fresh Bakery		
	26	CS
Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces		
	27	CS
Frozen Soups		
	28	CS
Shortenings and Food Oils		
	29	CS
Shortenings and Food Oils, 36 LB CASE OR GREATER		
	30	CS
Butter and Margarine		
	31	CS
Sandwich/Meal Kits		
	32	LB
Prime Vendor Fresh Fruits & Vegetables (FF&V)		
	33	CS
Fruits/Vegetables/Nectars, Frozen = to or > 24 LB Case		
	34	CS
Fruits/Vegetables/Nectars, Frozen, < 24 LB Case		
	35	CS
Fresh Processed, Prepared, Chilled Salads		

	36	CS
All No. 10 Size Cans		
Non-Refrigerated: Fruits, Juices (Non-Beverage), Nectar, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle	37	CS
Table Top: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	38	CS
Bulk Size = to or < 64 ounces: Condiments, Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Gelatin, Puddings	39	CS
Individual Portion Controlled Size Packs: Up to 200 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	40	CS
Individual Portion Controlled Size Packs: 201 to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	41	CS
Individual Portion Controlled Size Packs: 501 to 1000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	42	CS
Individual Portion Controlled Size Packs: 1001 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	43	CS
Individual Portion Controlled Size Packs: 3001 Count Case and Greater Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Salt, Pepper, Sugar, Non-Dairy Creamer, Cocoa, Cream Cheese	44	CS
Spices, Flavorings or Food Colorings	45	CS
Spices, Individual Container	46	CO

Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers	47	CS
Eggs: Fresh Shell (Per Dozen),	48	CS
Egg Product: Liquid, Frozen, Shelf Stable	49	CS
Chilled Dairy and ESL Foods: Yogurt, Sour Cream, Cottage Cheese, Heavy Cream, Half & Half	50	CS
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Up to a 20 Pound Case	51	CS
Cheese to Include Non Individual Portion Controlled Pack Cream Cheese: Greater Than a 20 Pound Case	52	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Up to 46 Ounce Containers	53	CS
Milk and Juices: Fresh, Chilled, Frozen and ESL: Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	54	CS
Milk Shelf Stable: UHT, Up to 46 Ounce Containers	55	CS
Milk Shelf Stable: UHT, Greater than 46 Ounce Containers (Bulk: Half Gallon, Gallon, and BIBS)	56	CS
Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake	57	CS
Individual Ice Cream Novelties and Ice/Fruit Bars	58	CS
Bulk Ice Cream	59	CS
Confectionary, Candy, Nuts, Icings, Dried Fruit, Baking Chips	60	CS
Cocoa, Hot Chocolate, Coffee, Tea, Beverage Base Powders	61	CS

	62	CS
Frozen Beverage and Frozen Juice Beverage Base Requiring Dispensers		
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 2.5 to 3 Gallon BIB- Requiring Dispenser	63	CS
Soda, Sports Drinks, Juices and Non-Frozen Beverage Base: 5 Gallon BIB- Requiring Dispenser	64	CS
Bulk Beverages and Juices (Non-Dispenser Type) Greater than 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	65	CS
Individual Beverages and Juices (Non-Dispenser Type) Up to 46 ounces– To include Canned Soda, Sports Drinks, Water, Juice	66	CS
Food Service Operating Supplies (FSOS)- Cleansing Product and Supplies, Chemicals	67	CS
Food Service Operating Supplies (FSOS)- Kitchen and Dining Supplies, Pots and Pans, Kitchen Utensils	68	CS
	69	CS
Food Service Operating Supplies (FSOS)- Paper and Plastic Products		
	70	CS
Non-Food Q-COG Items: Toiletries/Health and Comfort Items		
	71	CS
Food Q-COG Items		
For Zone 2 Singapore Only: Additional Costs to Prepare Product for AMC Flights to Diego Garcia. To Include all Delivery and Packaging Requirements as Stated on Page 104 of the Solicitation. All items with a Distribution Fee Category of Pound (LB)	72	LB
For Zone 2 Singapore Only: Additional Costs to Prepare Product for AMC Flights to Diego Garcia. To Include all Delivery and Packaging Requirements as Stated on Page 104 of the Solicitation. All items with a Distribution Fee Category of Case (CS)	73	CS

19. Pages 61-66, XVIII. MANDATORY ITEMS and change #21 of Amendment 0002, delete this section in its entirety and replace it as follows.

MANDATORY FOOD PRODUCTS AND DINING PACKETS 11/02/2008

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by

the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).

- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with “essentially the same”* product characteristics can not be sold to the DSCP customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.
- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.
- H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. Mandatory Products and Designated Sources:

1. Pancake Mix, Devil’s Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry

American Manufacturing and Packaging (AMP)

435 Gould Drive

Cookeville, TN 38506

Primary P.O.C. (C&R Foods) Barbara Holmes(904-273-4304)

bholmes@c-rfoods.com

Secondary P.O.C. Melissa Wilson (931) 432-5981

Melissa@arcdiversified.com

Secondary P.O.C. Joan Cooper (931) 432-5981

Joan@arcdiversified.com

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN</u>
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS		21.27
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	33.81	
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36	
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	25.67	
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	44.28	
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62	
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	22.84	
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	25.94	
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	18.89	
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	37.13	
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95	
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	22.84	
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	25.94	
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	18.89	
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	37.13	
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95	
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11	

2. Spices and Spice Blends: *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole)*, All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.

Unistel, Continuing Developmental Services
 650 Blossom Road
 Rochester, NY 14610-1811
 P.O.C. Mr. Nick Galante (800) 864 7835
ngalante@cdsunistel.org

<u>STOCK NUMBER**</u>	<u>PRODUCT</u>	<u>(\$)</u>	<u>PRICE FOB ORIGIN</u>
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04	
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11	
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50	
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33	
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50	
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72	
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10	
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57	
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33	
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86	
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18	
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27	
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43	
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56	
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86	
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18	
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43	
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56	
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86	

8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50

**** The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)

8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. Coffee, Roast & Ground (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
 200 Myrtle Street
 New Britain, CT 06053
 P.O.C. Bill Blonski (860) 229-7700 x219
 WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB</u>
<u>ORIGIN</u>		
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (MaxHouse)	\$101.48

8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (SaraLee)	\$94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	\$88.86

4. Dining Packets:

National Industries for the Blind
 1310 Braddock Place
 Alexandria, VA 22311-1727
 P.O.C. Ms. Mary Johnson
 Mjohnson@nib.org
 (703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg

* “Essentially the Same” Criteria

The following is the criteria for determining whether the items are “essentially the same” when comparing JWOD mandatory products and commercial products. The JWOD product will be considered “essentially the same” when:

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the JWOD product and commercial product are not significantly different from one another?

Note:

DSCP requests the invoices for mandatory products delivered under the Ability One program split out the F.O.B. Origin Procurement List price, the freight charges, and any up-charges such as for OCONUS shipment (seavan stuffing, markings, export pallets, etc.). If possible the invoices would be constructed to include all the charges and show the extended delivered price for each individual part number you are selling for example:

Part number 1, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price

Part number 2, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price

Part number 3, nomenclature, FOB P/L price X quantity + freight charge + up-charges = extended or delivered price

20. Page 71 under XXVII NEW ITEMS, the last sentence of paragraph A. has been revised as follows:
 There will be a five (5) case monthly minimum for specific item request for Child Development Centers (i.e. Baby Formula, Baby Cereal and Baby Food) in Zone 1 Japan. The ten (10) case monthly minimum will not apply to Zone 3 Diego Garcia as there is not a monthly case minimum requirement.

21. Page 75 under XXXIV. TITLE, add the following to end of this section. This language supersedes all references to Title and Inspection and Acceptance requirements listed on the following pages: 8, 10, 12, 75 and 96.

For Zone 1 (Japan) orders to customers in the Philippines: Acceptance is complete and Title is passed to the Government after the Contracting Officer's Representative conducts an origin inspection and SDDC picks up the sealed containers from the Prime Vendor's facility. Orders to customers referenced in this paragraph shall be governed by: 52.247-40 "Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)."

For all ship customer orders for both Zone 1 Japan and Zone 2 Singapore, title is passed to the Government after the Prime Vendor delivers product to a pier location that will be designated on the delivery order. All product must be off loaded on the pier at the brow of the ship or in a designated sequence/location as stated on the delivery order or by ship's personnel. The authorized receiving official at each delivery point is responsible for accepting products as they are delivered. However, inspection of this product will be by the customer at final destination. A signature on the delivery ticket denotes acceptance of the product. The authorized receiving official shall be the Customer, Contracting Officer's Representative, or Fleet Industrial Supply Center Representative. Orders to customers referenced in this paragraph shall be governed by: 52.247-40 "Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)."

For Diego Garcia customer orders coming from Zone 2 Singapore via AMC flight, title is passed to the Government after the Prime Vendor delivers the product to Paya Lebar Airbase in Singapore as specified on page 104-105 of the solicitation. However, inspection of this product will be by the customer at final destination in Diego Garcia. Orders to customers referenced in this paragraph shall be governed by: 52.247-39 "F.o.b. Inland Point, Country of Importation (Apr 1984)."

NOTE: FOR DELIVERIES WITH FINAL DESTINATIONS TO CUSTOMERS IN THE PHILIPPINES, TO NAVY SHIPS, OR TO DIEGO GARCIA VIA AMC: ALL CLAIMS OF SPOILAGE OR SHORTAGES WILL BE INVESTIGATED ON A CASE BY CASE BASIS BY THE CONTRACTING OFFICER IN ORDER TO DETERMINE WHETHER THE PV, CUSTOMER, OR THIRD PARTY BROKER/TRANSPORTER IS LIABLE FOR THE LOSS.

22. Page 78 under II. ORDERING SYSTEM, add the following Note to the end of this section.
NOTE: The Vendor maybe required to implement the following system during the life of the contract:

Enterprise Linked Logistics Information Source (ELLIS)

ELLIS is an EDI centric web-based tool that provides visibility of the supply chain through a single source. ELLIS can be accessed at <http://ellis.dscr.dla.mil>. ELLIS captures the data necessary to evaluate the performance of each Supply Chain segment: from user requisition through the delivery order process to final item delivery. ELLIS provides the data and event driven processes necessary to proactively manage and streamline the Supply Chain. ELLIS serves a wide range of user groups from the Warfighter, to the item manager, to the Program Manager and to the Vendor. An ELLIS help guide is available at <http://ellis.dscr.dla.mil>

Performance will be tracked through ELLIS by measuring the length of time between certain EDI transactions. Following approval of an order in KO Portal, the contractor will receive approval notice via an EDI 864 transaction while at the same time a final EDI 855 transaction will constitute the delivery order date in ELLIS. This shipment notice (EDI 856 transaction) will constitute the date of shipment.

23. Page 78 under III. ORDER PLACEMENT, paragraph A., delete the forth sentence and replace it with the following:
Customers will be required to adhere to the specified cut-off time of 1200 hours local time of the ordering date in order to receive skip day deliveries for Zone 1 Japan and Zone 2 Singapore.
24. Page 92 under **VIII. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**, delete this section in its entirety and replace with the following:

Applicable food products, e.g. poultry, dairy and seafood items, delivered to customers listed in this solicitation, as well as any customer added to the Prime Vendor Program, shall originate either from an establishment listed in the “Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements”, or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States department of Agriculture (USDA). For detailed information see Clause DLAD 52.246-9044, “Sanitary Conditions” in this solicitation.
25. Page 93 under IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS, paragraph A., delete 52.246-9P31 in sentence three and replace it with 52.246-9044.
26. Page 95 under IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS, paragraph F.2., delete the first paragraph and replace with the following:
When required by the customer or the FISC, palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers must be done by using a two way wing type pallet at no additional costs to the customer.
27. Page 96 under IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS, paragraph F.5., delete in its entirety and replace with the following:
With the exception of small orders that are less than a pallet load, all shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.
28. Page 96 under IV. PACKAGING, PACKING, LABELING, MARKINGS AND PALLETIZATION FOR NAVY SHIPS, paragraph F.6., delete in its entirety and replace with the following:
The load outs for re-supply ships only, require single line items to a pallet. Mixed loads are not permitted.
29. Page 102 under G. Delivery Points, 1. Japan. Pier Locations in Japan has been revised as follows:
Pier locations in FISC Yokosuka, Yokohama, Sasebo, Akasaki and Iwakuni.
30. Page 103 under “***For delivery to units anchored at Man of War*** “ delete:
Pasir Panjang Lighter Wharves
20 Harbour Drive
#04-05 PSA Vista
Singapore 117612
Replace the above address with the following:
Changi Naval Base
Tanah Merah Coast Road
Singapore 498822
31. Pages 104-105 under paragraph c. titled DELIVERY REQUIREMENTS FOR AIR MOBILITY COMMAND (AMC) FLIGHTS TO DIEGO GARCIA. Delete all references to Tri-Walls and replace with Bi-Walls.
Also, delete the Tri-Wall measurements under 2. Packaging, a., and replace with the following:

a. bi-walls size shall be 43.5” x 38.5” x 29” and ¼ inch in thickness.

32. Page 106 under IV. DELIVERY INSTRUCTIONS, paragraph J., delete this paragraph in its entirety and replace with the following.

Customers may cancel orders up to 8 hours prior to the required delivery via EDI (Stores) or in writing to the Prime Vendor. No restocking charges apply when customer orders are cancelled prior to 8 hours to the required delivery for Zone 1 Japan and Zone 2 Singapore to include AMC flight delays and cancellations to Diego Garcia. For Zone 3 Diego Garcia deliveries from CONUS, customers may cancel orders up to 72 hours after order placement. No restocking charges apply when customer orders are cancelled within 72 hours after order placement. All other cancellations will be reviewed by the Contracting Officer on a case by case basis.

33. Page 130 under Addendum to FAR 52.212-1, delete “Faxed offers are NOT authorized for this solicitation” and replace with “Faxed initial offers are NOT authorized for this solicitation, however, faxed revisions to offers to include final proposal revisions are acceptable provided that they are transmitted in a manner authorized by this solicitation.”

34. Page 131 under Addendum to FAR 52.212-1, paragraph 1.(vi).(2.) has been revised as follows:

2. Paragraph (c), Period for Acceptance of Offers.

Period of acceptance is 310 days.

35. Pages 144-145 under (i) Category/Distribution Price, delete paragraphs C. and D. and replace with the following.

C. The items to be procured under this contract shall be broken down into separate food categories for purposes of proposing distribution prices. Category/Distribution prices are to be offered based on the unit of measure stated on the below category/distribution list. Offerors must utilize the categories listed below. **No substitutions, deletions, or additions to the categories or units of measure indicated below are authorized.** However, if any offeror feels that a substantial category has been eliminated, the offeror must bring it to the attention of the Contracting Officer BEFORE the closing date. A determination will be made at that time whether or not to add the category via an amendment to the solicitation. Distribution Prices shall be formatted to no more than two (2) places to the right of the decimal point, for example \$1.50.

D. For Zone 2 Singapore only, distribution fee categories #72 and #73 need to be submitted by the Prime Vendor. These distribution fee categories must include all Additional Costs to Prepare Product for AMC Flights to Diego Garcia, to include all Delivery and Packaging Requirements as Stated on Page 104 of the Solicitation. When completing the Bid Proposal Spreadsheet for Zone 2, all pricing shall be based on product being delivered to Singapore Land and Ship customers not to Diego Garcia. Therefore, the total distribution cost for delivering product to Diego Garcia via AMC will include the Zone 2 distribution fee plus either category #72 or #73 depending on if the UOM is a case or pound price. For example, in the case of FF&V to be delivered to Diego Garcia the contract unit price will be:

Product Price + Category #32 + Category #72.

36. Page 145 under (ii),B.,a., the following has been revised to read:

a. DSCP populated fields are as follows (columns A-E):

37. Page 145 under (ii),B.,b., the following has been revised to read:

b. The Offeror shall input its name, and complete the following fields for each line item (columns F-N, P, and AG-AJ):

38. Page 146 under (ii), B., b., the following has been added:
7. LSN/Stock Number
 8. Item Description
 9. Package Size
 10. Units per Package
39. Page 146 under (ii), Notes, add the following as note 3.
3. Columns AG-AJ (7-10 above) are labeled “Qualifications”, and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.
40. Page 147 first sentence in the last paragraph and slide 17 of the Pre-Proposal Conference Presentation (attached Section III), has been clarified to state the following.
The invoices should reflect the prices effective within thirty (30) days prior to the solicitation issue date.
41. Page 177, delete clause DSCP 52.209-9P04 CERTIFICATION OR DISCLOSURE OF DEBARRED OR SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) in its entirety.
42. Attachment 1, Schedule of Items: Delete in its entirety and replace with the revised schedule of items which will be posted on DIBBS along with this Amendment 0003. The revised attachment 1 must be completed and submitted with the proposal.
43. Attachment 4, Sample Subcontracting Plan: Delete in its entirety and replace with the following:

DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

**IN REPLY
REFER TO**

DSCP-T

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF THE SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219-9(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES. IT IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE

**CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT
AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS
ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.**

- NOTES:**
- 1) Hub Zone Small Business representation requires certification by the Small Business Administration (SBA). This certification can be viewed in the Central Contractor Registration (CCR)/Dynamic Small Business (DSB) company profile at www.ccr.gov.
 - 2) FAR 52.219-9 (d)(1)(i) & (ii) allows the counting of subcontracts awarded to an Alaskan Native Corporation (ANC) or Indian Tribe towards the subcontracting goals for small business and small disadvantaged business concerns regardless of the size or SBA certification status of the ANC or Indian Tribe.
 - 3) Individual Subcontracting Report (ISR) and Summary Subcontracting Report (SSR) replaces Standard form 294 and Standard Form 295

**THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A
SMALL BUSINESS SUBCONTRACTING PLAN.**

Small Business Subcontracting Plan Outline (Model)

Offerors are to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan requirements, and FAR clause 52.219-9, Small Business Subcontracting Plan, before submitting their subcontracting plans.

The model is not intended to replace any existing corporate plan, which is more extensive.].

Identification Data:

Company Name: _____
 Address: _____
 Date Prepared: _____ Solicitation Number: _____
 Item/Service: _____
 Effective Period: Only applies to an annual commercial plan..

TYPE OF PLAN: (Check only one).

INDIVIDUAL PLAN: *In this type of plan, all elements are developed specifically for this contract and apply for the full term of this contract. ISR and SSR requirements.*

MASTER PLAN: *In this type of plan, goals are separately developed for each contract like an individual plan; all other elements are standard. The master plan must be approved once every three years. Once incorporated into a contract with specific goals, it is valid for the life of the contract. ISR and SSR requirements.*

COMMERCIAL PLAN: *This type of plan is used when the contractor sells large quantities of off-the-shelf commodities. It is the preferred type of plan for commercial items and is submitted annually based on the contractor's fiscal year. Plans and goals are negotiated with the initial agency on a company-wide basis rather than for individual government contracts. The approved plan remains in effect during the contractor's fiscal year for all Government contracts in effect during that period. The contractor must provide a copy of the initial agency approval,*

and must submit the annual SSR with a breakout of subcontracting prorated for DoD if doing business with multiple government agencies. SSR requirement only.

2. GOALS:

State separate dollar and percentage goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business in the following format. **Express all dollar goals as a percentage of total planned subcontracting dollars.** State goals separately for each option year if applicable.

*******REMINDER*******

OPTION YEARS DO NOT APPLY TO A COMMERCIAL PLAN WHICH IS SUBMITTED AND APPROVED ANNUALLY -- EDIT ACCORDINGLY.

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

Estimated Dollar Value of All Planned Subcontracting				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
100%	100%	100%	100%	100%

B. Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other than small) is:

Subcontracting to Large Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
%	%	%	%	%

C. Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business, Service Disabled Veteran Small Business, including Alaskan Native Corporations and Indian Tribes:

Subcontracting to Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option
\$	\$	\$	\$	\$
%	%	%	%	%

D. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

Subcontracting to HUBZone Small Business Concerns				
Base	1st Option	2nd Option	3rd Option	4th Option

\$	\$	\$	\$	\$
%	%	%	%	%

E. Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns including Alaskan Native Corporations and Indian Tribes is:

Subcontracting to Small Disadvantaged Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

F. Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:

Subcontracting to Women-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

G. Estimated dollar value and percentage of total planned subcontracting to Veteran-Owned Small Business concerns is:

Subcontracting to Veteran-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

H. Estimated dollar value and percentage of total planned subcontracting to Service Disabled Veteran-Owned Small Business concerns is:

Subcontracting to Service Disabled Veteran-Owned Small Business Concerns				
Base	1 st Option	2 nd Option	3 rd Option	4 th Option
\$	\$	\$	\$	\$
%	%	%	%	%

NOTE: Total Small Business includes each subgroup (HUBZone, SDB, WOSB, SDVOSB and VOSB, plus other small businesses that are

only small and do not fall into a specified subgroup. Do not add together subgroup dollars to reach the total Small Business figure, as the same dollars can be counted for each subgroup as applicable.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

Business Category or Size									
Product Service	LB	SB	SDB	WOSB	HZSB	SDVOSB	VOSB		

--	--	--	--	--	--	--	--	--	--

(Attach additional sheets if necessary.)

METHOD

J1. Explain the methods used to develop the subcontracting goals for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

J2. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J3. How the capabilities of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns were determined.

J4. Identify all source lists used in the determination process.

K. Indirect and overhead costs HAVE BEEN or HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

L. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

3. PROGRAM ADMINISTRATOR:

FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name:

Title:

Position:

Email Address:

Address:

Telephone:

Duties: The Program Administrator’s general overall responsibility for the Contractor’s subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to this particular plan. These duties may include, but are not limited to the following activities.

A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

B. Developing and maintaining bidders' lists of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns from all possible sources.

C. Ensuring periodic rotation of potential subcontractors on bidders' lists.

D. Assuring that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business participation.

G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns.

H. Overseeing the establishment and maintenance of contract and subcontract award records.

I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

J. Directly or indirectly counseling Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns on subcontracting opportunities and how to prepare bids to the company.

K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.

L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.

M. Developing and maintaining an incentive program for buyers, which supports the subcontracting program.

N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.

O. Preparing and submitting timely reports.

P. Coordinating the company's activities during compliance reviews by Federal agencies.

4. EQUITABLE OPPORTUNITY

FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

Contacting minority and small business trade associations

Contacting business development organizations

Requesting sources from the Central Contractor Registration, Dynamic Small Business (SDB search)

Attending small, minority, and women-owned business procurement conferences and trade fairs

B. Internal efforts to guide and encourage purchasing personnel:

Presenting workshops, seminars and training programs

Establishing, maintaining and using Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business source lists, guides and other data for soliciting subcontracts

Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOWDOWN

FAR 52.219-9(d)(9) requires the following:

(Insert company name) will include the clause at FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities and will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction) to adopt a plan complies with the requirements of FAR 52.219-9, "Small Business Subcontracting Plan."

[Insert company name] further agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concerns must be determined on a case-by-case basis depending on the supplies and services involved and the availability of potential Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website www.ers.gov.

In accordance with policy letters published by the Office of Federal Procurement Policy, such assurance must describe the offer's procedures for the review, approval and monitoring for compliance with such subcontracting plans.

6. REPORTING AND COOPERATION

FAR 52.219-9(d)(10) requires the following:

(insert company name) will (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website; and (4) ensure that subcontractors agree to submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR) through the eSRS website.

Calendar Period	Report Due	Date Due
10/01–03/31	Individual Subcontracting Report (ISR)	04/30
04/01–09/30	Individual Subcontracting Report (ISR)	10/30
10/01–09/30	Summary Subcontracting Report (SSr)	10/30

7. RECORDKEEPING

FAR 52.219-9(d)(11) requires the following:

(Insert company name) will maintain records to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:

A. Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business concern source lists, guides, and other data identifying such vendors.

B. Organizations contacted for Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business sources.

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation:

C1. Whether small business concerns were solicited, and if not, why not.

C2. Whether HUBZone small business concerns were solicited, and if not, why not.

C3. Whether small disadvantaged business concerns were solicited, and if not, why not.

C4. Whether women-owned small business concerns were solicited, and if not, why not.

C5. Whether Veteran-Owned Small Business concerns were solicited, and if not, why not.

C6. Whether Service Disabled Veteran-Owned Small Business concerns were solicited, and if not, why not.

C7. Reasons that solicited Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business Concerns failed to receive the subcontract award.

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at Small Business, Small Disadvantaged, Woman-Owned Small Business, HUBZone Small Business, Veteran-Owned Small Business and Service Disabled Veteran Small Business procurement conference and trade fairs.

E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).

G. Other records to support your compliance with the subcontracting plan: (Please describe)

8. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.
- b. Identify efforts to provide technical assistance to SDBs.
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

8. SIGNATURES REQUIRED

This subcontracting plan was submitted by:
 Company:
Signature:*
 Typed Name:
Title:
Date:

This subcontracting plan was accepted by:
 Agency:
Signature:
 Typed Name:
Title: Contracting Officer
Date:

*The individual signing the plan should be an

executive of the company and not the designated plan administrator.

DEFINITIONS

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SMALL BUSINESS CONCERN (SELF CERTIFY)

Located in the U.S., organized for profit; including affiliates is independently owned and operated; not dominant in the field of operation in which it is competing; AND

meets Small Business Administration (SBA) size standard included in the solicitation. The size standard is based upon the North American Industrial Classification System (NAICS) assigned to the specific procurement dependent upon product/service purchased. **SELF CERTIFY**

DFARS 252.219-7003 allows subcontracts awarded to workshops approved by the Committee for Purchase from People Who Are Blind or Severely Disabled under Javits-Wagner-O'Day Act (JWOD) (41 USC 46-48) and 10 U.S.C. 241d and Section 9077 of P.L. 102-396 to be counted toward the contractor's small business subcontracting goal.

HUB Zone: A historically underutilized business zone is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUB ZONE SMALL BUSINESS CONCERN (SBA CERTIFIED)

A small business concern located in a "historically underutilized business zone;" is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUB Zone. Status as a qualified HUB Zone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUB Zone small business, it will issue a certification to that effect and will add the company to the List of Qualified HUB Zone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must be listed to be considered a HUB Zone small business concern. The HUB Zone application can be obtained from the same web site. HUB Zone certification will also appear in the company's profile listed in the Central Contractor Registration (CCR) database at www.ccr.gov "Dynamic Small Business" search.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB) (SELF CERTIFY)

A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term "socially disadvantaged" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term "economically disadvantaged" means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

WOMAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or

more women AND whose management and daily business operations are controlled by one or more women. SELF CERTIFY

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

(1) A small business concern –

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN (SELF CERTIFY)

A small business concern –

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and
- (ii) the management and daily operations of which are controlled by one or more veterans.

ALASKA NATIVE CORPORATION (ANC) means any Regional Corporation, Village Corporation, Urban Corporation or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

INDIAN TRIBE means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1425©. This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Updated: September 2008

Section II

Q&A Japan/Singapore/Diego Garcia SPV Pre-Proposal Conference 10/7/08

First we would like to thank you for your insightful questions regarding this solicitation. They are very much appreciated.

Please be advised that all of the below questions were received from potential offerors before, during and after the pre-proposal conference (both in writing and orally). They are being published in Amendment 0003 so that all offerors will be provided the same information with regards to this solicitation.

I. LOCAL PROCUREMENT ISSUES

PRICING

1. Pg. 52, 72 Pg. 52: Sec XIII. A. 2. a).provides:

“The Product Price shall be limited to the original manufacturer’s or grower’s price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the distribution price, including but not limited to, all transportation, broker and dealer costs and fees.”

1.A. With the exception of specific items, all locally procured items are imported into Singapore by their respective authorized importers/distributors. As such, contractors are unable to provide “FOB Origin/Point of Manufacture” prices. Please discuss.

Ans.: Product Prices are FOB origin, See section XIII. Pricing, paragraphs 2(b), 2(c), and 2(d) of the solicitation for exceptions.

1.B. How will MPA’s affect West Coast vs. East Coast vendors pricing?

Ans.: MPAs prices will be FOB origin. Their only affect will be to split out the FOB Origin product price from freight, private label mark-ups, special seavan stuffing, etc, requirements that will now be included in the distribution price.

1.C. How will DSCP evaluate MPA’s impact on West Coast and East Coast vendors’ pricing?

Ans.: DSCP will not make any such evaluation at this time. The existence of an MPA will fix the product portion of the overall price, which is F.O.B. Origin.

EXCEPTIONS

2. Pg. 52, Pg. 53 Sec XIII A. 2. b). provides:

“Exception 1: Airfreight transportation charges may be included in the product price when the following conditions apply:

(i) The product is listed in category #30 – Prime Vendor Fresh Fruits & Vegetables (FF&V) and

(ii) It is necessary for the product to be flown into the local market of Japan, Singapore, or Diego Garcia from a foreign country because the local supply is unavailable or insufficient to meet demand requirements.

2.A. Does this exception apply to sea shipments as well as for locally procured items such as, ESL/UHT Milk, Yogurts, Sour Cream, 1Q item?

Ans.: This exception has been amended in Section I paragraph 17 above. The term “Airfreight” has been deleted and replaced by “Freight”, which includes surface transportation. However, only category #32 - Prime Vendor Fresh Fruits & Vegetables (FF&V) are included in this exception.

DISTRIBUTION CATEGORIES

3. Pg. 54 Sec XIII. 4c

3.A. Locally procured items in Singapore in 1Q category and certain items in Category 40, dairy foods are only available through an exclusive distributor. How will the pricing for locally procured items be determined Fair and Reasonable particularly when there is only a single source?

Ans.: In such instances DSCP will use all available resources to make a fair and reasonable determination on a case by case basis. The offeror should make every effort to solicit quotes from approved sources listed on the VETCOM web site. In cases where the offeror says there is only one source, the offeror should provide a sole source justification. There may also be cases where a distributor elects not to quote. In that case, the offeror should provide proof of a no bid, i.e., an email from the source.

4. Pg. 55 Sec XIV. B.

The solicitation suggests that Distribution Price = Distribution Fees by Categories.

4.A. Will there be a distinction between CONUS and locally procured items?

Ans.: Items procured either in CONUS or locally in Singapore or Japan will be evaluated equally as long as all items meet the shelf-life requirements of the solicitation. Also, all items procured must be Berry Amendment Compliant.

4.B. There are no specific distribution categories for locally procured 9M and 1Q (food) items. Please discuss

Ans.: Category #71- Food Q-COG Items has been added. See above, Section I paragraph 18.

4.C. Category 34, Table Top & Bulk Size and Category 35, Individual Items normally has distribution fees in terms of cases and not dozens, cans or gallons as product is not purchased or priced from the vendors in this fashion. Will you change the unit for distribution fee purposes? If not, how will you handle application of the distribution fee?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.D. Category 36, Spices, normally has distribution fee in terms of container and case. Will you change the unit for distribution fee purposes? If not, how will you handle application of the distribution fee?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.E. Category 28, Butter/Margarine and Category 31, Frozen FF&V normally has the distribution fees in case and pounds. Will you change the unit for distribution fee purposes? If not, how will you handle application of the distribution fee?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.F. Category 30, FF&V normally has the distribution fee in pounds. Will you change the unit for distribution fee purposes? If not, how will you handle application of the distribution fee?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.G. Categories 39-44 are based on units when all systems are using cases. Will you change the unit for distribution fee purposes? If not, how will you handle application of the distribution fee?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.H. There should be a separate category for 'Food Q-COG' items, only 57 Non-Food Q-COG items. Will you make this change?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.I. Category 40 Dairy Foods: includes Yogurts, Sour Cream, and Cheese---should this be cottage cheese as all others items in this category are 'locally procured items.'?

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.J. Please discuss the possibility of adding a separate category for Cheese to include all other cheeses except cottage cheese.

Ans.: See above, Section I paragraph 18, for amended Distribution Fee Categories.

4.K. Category 42. Milk and Juices, fresh, chilled frozen and ESL greater than 46ozs. Fresh and ESL milks greater than 46ozs should be excluded for Singapore and Diego Garcia as the spoils risk is too great for the items to be included. There are no Singapore sources for these items, and to transfer them from CONUS would incur significant spoils risks as previously experienced. Will you make this change?

Ans.: No. These items are currently or may become customer requirements. Also, see above Section I paragraph 18, for amended Distribution Fee Categories.

4.L. Milk, Fresh and ESL greater than 46ozs creates an unacceptable spoils risk. Will you exclude from the catalog?

Ans.: No. These items are currently or may become customer requirements. Also, see above Section I paragraph 18, for amended Distribution Fee Categories.

PRODUCT PRICE – NEW ITEMS/ PRICE RE-DETERMINATION

5. Pg. 53 Sec XIII. A. 2. d). provides:

“If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the point of purchase in the foreign country. The documentation must be fully traceable to the country of origin and the airfreight charge must be separately stated on the invoice. When the airfreight charge covers items other than those provided for by this contract, a separate subtotal reflecting the pro rata share of the total airfreight that is attributed to the product price of the items that are covered by this contract shall be stated as well.”

5.A. For locally procured items that are imported into Singapore, it is impossible to provide **“invoice or quote documentation directly from the point of purchase in the foreign country.”** It is only possible to provide invoices or price quotes from the in-country authorized distributors. Will you change the solicitation to reflect these facts?

Ans.: Product Prices are FOB origin, See section XIII. Pricing, paragraphs 2(b), 2(c), and 2(d) of the solicitation for exceptions.

FRESH MILK

6. Pg 51, 69 provides

Definition of produce, market ready and dairy type items.

Pg .51: provides

Definition of market ready type items = highly perishable items such as produce, fresh milk, and bread.

Pg. 39

Sec II. B. Zone 2 provides

“The Prime vendor will need to locally source all market ready items (FF&V, Fresh Milk and Dairy, and Bakery) under the Prime Vendor Contract”

6.A. Fresh Milk is simply not available in Singapore. Will you revise this term to UHT.?

Ans.: See above, Section I paragraph 11, for amended language. Pages 39, 40, 51, 69, 70 and 104; delete the term “Fresh Milk” for Zone 2 Singapore as Fresh Milk is not available on local Singapore Market. UHT Milk orders for Diego Garcia will be supported through the Zone 2 Singapore Prime Vendor.

6.B. UHT milk is available in Singapore in limited pack sizes. Will you revise the solicitation to reflect this fact?

Ans.: The UHT milk items listed on Attachment 1 “Schedule of Items” must be supplied as these items are required by the customer. Columns AG-AJ (7-10 above) are labeled “Qualifications”, and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

PRICING ISSUES AFFECTED BY CATALOGING

7. Pg. 70 : Sec XXV. provides:

“All items listed in the QCOG catalog must have the exact size, weight, packaging and cube cited on their respective lists. The current QCOG catalog is listed on Attachment 7.”

7.A. It is impossible to locally source all QCOG items to match the list due to shelf life. Therefore the required information will not match up. Is this acceptable?

Ans.: On Attachment 1 “Schedule of Items” Columns AG-AJ (7-10 above) are labeled “Qualifications”, and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

LEAD TIME ISSUES

8. Pg. 51: Sec X. D. “Lead time of as little as 24 hours.”

8.A. Depending on quantities ordered, 24 hours is insufficient for produce, ESL Milk, and dairy items as all these items are imported into Singapore and not readily available on short notice for large quantities. Even bread requires a minimum lead time for production, 24 hrs min. for all bread items listed and >48 hours for specialty breads. Will you revise the solicitation to reflect this fact?

Ans.: To clarify, the 24 hour lead time for production is in reference to how long in advance the Prime Vendor may be notified that FF&V and Market Ready items will be the responsibility of the Prime Vendor in Japan. The normal skip day delivery RDD will be in effect if this customer requirement becomes the responsibility of the Japan Prime Vendor. A detailed plan of action must be submitted with your proposal to show how the offeror proposes to support this mission.

II. TRANSFER OF TITLE & RISK OF LOSS/DAMAGE

9. Pg 75, 95, 100, 103, 106

Pg 75, Pg 100
Sec XXXIV. provides

“Title of all products purchased for the Government remains with the Contractor during the shipment, and title passes to the Government when products are inspected and accepted at the final delivery point (e.g. Dining Facility and Mobile Kitchen Trailers).

9.A. This requirement will prove to be impossible to fulfill for deliveries made to PLAB for Diego Garcia customers (incl. NSF Galley, Diego Garcia Prepo Ships), as there are no customer representatives stationed at PLAB other than DS2, which are the contractors that manage the AMC platform there. Majority of current deliveries are made to 3rd party (e.g. MSC Ships or DS2) The same goes for barge deliveries at Changi, where the receiving party is usually a USG rep from an MSC ship. In fact, some times, the USG rep is not even on the pier and is onboard at anchorage. Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

It further provides:

“All deliveries shall be F.O.B Destination to the end user delivery points. The delivery points are indicated in the Deliveries and Performance Section, Point of Delivery.

9.B. The use of the “FOB” term is irrelevant in current SPV deliveries as all “pier-side” deliveries in Singapore involve a 3rd party agent, Glen Marine, where contractors pallets are craned from the brow of the ship or from the pier onto the “carrier” vessel (usually an MSC ship) or onto a barge (for deliveries at Man-of-War or anchorage). Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9.C. For deliveries to PLAB, pallets are presented to DS2, the USG’s contractor that managed the ground operations for AMC. The above means that a contractor loses control of the product as soon as the product is delivered to the delivery point in Singapore. The final transfer of the product to the customer, even in the case of a pier-side delivery to the customer is actually controlled by the USG’s other contractor, be it the husbanding agent or DS2. Can this process be handled through current COR inspection procedures?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

It further provides:

For Prime Vendor delivery of products from the OCONUS facility(s), all items will be delivered to end-user customer delivery point’s loading platform (unless otherwise indicated) and be free of damage, with all packaging and packing intact.”

9.D. Please be more specific in describing when the transfer of title and risk of loss/damage to the product being delivered occurs for different delivery points:

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9.D.(i) For pier-side deliveries made directly to ships – does the transfer of title and risk pass when the product is placed at the brow of the ship, as stated on Pg. 95 (Sec F: Palletization) and Pg 103 (Delivery Points for Zone 2 Singapore)?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9.D.(ii) For load outs at CNB, where the product is loaded onto a barge/lighter FFT to the carrier (usually a T-AOE or T-AKE), when does the transfer of title and risk occur. The contractor loses control of the

product as soon as it is placed on the pier. Once on the pier, the product is being handled by the 3rd party agent, where it will be craned onto the barge. There is usually no one from the customer ship to inventory and accept the products.

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9.D.(iii) When does title pass to the government for underway replenishment navy customers that are supplied by RAS with a USNS ship? When the contractor delivers the supplies to the USNS vessel, or when the customer ship receives their supplies from the USNS vessel?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9.D(iv) When does title pass to the government for supplies to Diego Garcia customers? When the contractor delivers to the customer delivery point in Singapore?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

10. Pg. 95

Sec F (Palletization): provides:

“All products must be palletized and placed on the pier at the brow of the ship (Zone 1 Japan & Zone 2 Singapore).”

Pg. 103 Delivery Points for Zone 2 Singapore provides:

- i. For cargo delivery for units anchored at Man of War, cargo is loaded on lighters at the wharf and sent to units at anchorage. Delivery is complete only when cargo is received onboard the unit. Cost of cargo lighters will be borne by the Fleet, not by the Prime Vendor. The Prime Vendor will deliver to the dock. Please note that lighters are only applicable to Man of War delivery site, and that the opening of Changi Naval Base, Changi has become the primary delivery point. Sembawang is the secondary delivery point in Singapore, and Man of War food deliveries have become rare. Man of War would be used only in case of extreme volume in Changi and Sembawang.

Please note that the above language has been amendment in Section I above.

10.A. Deliveries to Man of War have not become rare and will perhaps become more common with the introduction of the T-AKEs which can take ordinance, making it unable to come pier-side, requiring delivery to anchorage by barge, which will complicate load outs. This is demonstrated by the recent load out to the USNS Bridge (a T-AOE) for the Reagan CSG, and also the load to the USNS Byrd, (a T-AKE) that replaces the USNS Niagara Falls (a T-AFS), for product FFT to the Lincoln CSG.

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

10.A.(i) The cost of cargo lighters will be borne by the fleet. Will this include all associated costs such as hire of cranes and stevedores, as well as the barge itself?

Ans.: Yes

10A.(ii) Will the fleet insure the deliveries that are to be transported on the barge to the Man of War site?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

10.A.(iii) If material is lost or damaged during the loading, transportation and unloading of the material from the pier to the lighter, or from the lighter to the customer ship at anchorage, will the fleet be responsible for any such losses?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

10.A.(iv) If not the fleet, then will the contractor's hired by the fleet to provide the lighter service be held responsible for any such losses incurred during the loading, transportation and unloading of the deliveries?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

It further provides:

- ii. **For ship customers**, the Prime Vendor will be responsible for delivery to a pier location that will be designated on the delivery order. **All product must be off loaded on the pier at the brow of the ship or in a designated sequence/location as stated on the delivery order or by ship's personnel. Lift gates that adequately support a full size pallet are required.** Forklifts and pallet jacks must be made available at no cost to the Government, when required.

10.B. Again, here is where the FOB term is impractical. If we follow the language of the above clause, risk should pass to the USG as soon as our pallets are placed on the brow of the ship or on the pier. Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

For Zone 1 (Japan) orders to customers in the Philippines:

11. Pg. 42/43 & 102: provides:

“The Prime Vendor will be required to ship products from Yokohama, Japan to Zamboanga, Philippines within the United States Defense Transportation System, (DTS)... Then the Prime Vendor will contact the U.S. Government Agent, DSCP Contracting Officer's Representative (COR) to schedule the origin inspection....The origin inspection should only be for product identity, count, and condition.... the containers would arrive at the Prime Vendor facility to be loaded and sealed. SDDC/APL will be responsible for the transportation of the Prime Vendor products from its OCONUS distribution facility in Japan. This transportation method is known as “Point to Point” delivery.”

Pg. 120 Sec M: “All invoices for deliveries to customers in the Philippines shall not be submitted by the Prime Vendor until the product has been receipted at the final destination by the ordering customer.”

11.A. The product to be delivered will be inspected at origin and as we lose control of the product from the point the containers are sealed and handed over to SDDC, title and risk is passed onto SDDC at that point. As such, the product should be considered as shipped and received by the government. Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

INSPECTION AND ACCEPTANCE

12. Pg 96 Sec I. “B. provides:

Inspection and acceptance of products will be performed at destination.”

12.A. This is not a reasonable requirement especially for PLAB & BARGE deliveries. For pier-side deliveries made to oilers (T-AOs), the Jr. Suppo only does a pallet count check and the contractor loses control of the product once they transfer it to the USG or its appointed contractor. Contractor cannot be

held liable for any risk of loss or damage. This clause contradicts the one below that appears on Pg 96. Will you revise the solicitation to reflect this fact and correct this conflict?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

13. Pg 96. Sec D: provides:

“The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket denotes acceptance of the product.”

13.A. The term “authorized receiving official” must be accurately specified for the different types of deliveries the contractor makes in Singapore (PLAB for DGAR, pier-side to MSC Ships, Glen Marine for barge deliveries to anchorage/Man-of-War). Will you revise the solicitation to accurately identify this person?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

13.B. Is DS2 recognized as the “authorized receiving official” for Diego Garcia customers? **Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE**

13.C. For load onto deliveries i.e. the party signing is the USG rep. from the “carrier” (i.e. the T-AOs, T-AFS, T-AKEs). Title and risk passes when the paperwork is signed by the USG rep. Do you agree? Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

REJECTION ISSUES

14. Pg 98 Sec IV. D: provides:

“In the event that a product is rejected after initial delivery is made, the Prime Vendor may be required to pick up the rejected product or the customer may agree to dispose of it....”

14.A. How does a contractor recover its costs of picking up the rejected items when the rejection is due to the customer ordering the wrong qty? Such rejection requires contractor to retrieve the product from the customer and also involves re-slotting the items into inventory, which results in additional costs to contractor.

Ans.: Picking up the rejected items is a requirement of this solicitation. Any associated costs should be included in the offerors distribution fees. The Prime Vendor as part of their customer service plan needs be in constant communication with the customer in order to reduce and/or eliminate errors in customer orders.

14.B. How will contractor recover the costs of locally procured items from DSCP for rejections/cancellations?

Ans.: See above answer.

15. Sec IV. E: provides:

“It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, **failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.**”

15.A. How can contractor be held liable for the part of the delivery process that we have no control over?_Anything can happen to the product in transit on an MSC ship (e.g. the CONEX boxes on the oilers can malfunction or breakdown) Again, the point at which title and risk is passed onto the USG must be clearly defined.

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

DELIVERY TO SHIPS AT ANCHORAGE

Delivery Points

16. Pg 103 Sec IV. G. "Zone 2 - Singapore:

8. For delivery to units anchored at Man of War
Pasir Panjang Lighter Wharves
20 Harbour Drive #04-05 PSA Vista Singapore 117612"

16.A This load out location is no longer in use and has been replaced by Changi Naval Base Tanah Merah Coast Road Singapore 498822 Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 30, for amended language which reflects this delivery point change.

17. Pg. 104 Sec IV. G. 2. b. provides:

Due to special circumstances associated with anchorage deliveries for Aircraft Carriers, ESF platforms, all foods will be delivered in dry/refrigerated containers. For deliveries other than Aircraft Carriers and ESF platform load-outs, the PV is responsible to ensure that foods requiring refrigeration are delivered without affecting shelf life of the products. Use of gel packs and/or dry ice inside tri-walls is an acceptable method to maintain temperature control."

17.A. There seems to be some similarities in the phrase anchorage and MOW. Please confirm that they are indeed the same?

Ans.: Yes they are the same.

17.B. What is the definition for 'ESF Platform'?"

Ans.: ESF = Expeditionary Strike Force

17.C. All deliveries for SPV are made in sealed and temperature-controlled containers as required for the respective product categories i.e. Chill/Freeze. As such, if the carrier or ship was tied to the pier, it would just be another pier-side delivery and contractor would have no challenges in regards to the temperature sensitive items. Would you please clarify this clause?

Ans.: For ships that are located at the pier it would be considered a normal delivery to the pier or brow of the ship as stated in the solicitation on page 103 paragraph ii.

17.D. For deliveries to end users at anchorage, contractor will have to use tri-walls and refrigerants, however, this Clause does not address the way in which pallets are delivered for loading onto the barge FFT to the T-AOE or T-AKE or the final customer who is not at pier-side Will you revise the solicitation to address this omission?

Ans.: This will apply to any type of ship or customer which is not located at pier side, with the exception to Carriers and ESF Platforms.

17.E. The opening of Changi Naval Base (CNB) has effectively diverted all deliveries for ships that are anchored out to CNB. All anchorage deliveries originate from the pier at CNB. Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 30, for amended language which reflects this delivery point change.

III. DIEGO GARCIA ISSUES

18. The Solicitation provides:

- pre-positioned ships in Diego Garcia shall be supported through the Zone 2 (Singapore) Prime Vendor catalog under the Prime Vendor Contract.
- responsible for sourcing, filling and delivering all Diego Garcia pre-positioned ship requirements as well as all market ready requirements (FF&V, Fresh Milk and Dairy, and Bakery) to Paya Lebar Airbase for transshipment to Diego Garcia customers.
- In the event that Paya Lebar Airbase in Singapore is closed for more than one (1) week and/or AMC suspends cargo flights to Diego Garcia, the Japan Prime Vendor shall be responsible for filling orders for non-FF&V/Market Ready Items from ship customers located on Diego Garcia. The Japan Prime Vendor shall continue to provide this support until Paya Lebar Airbase is reopened and AMC resumes cargo flights to Diego Garcia from Singapore. See page 116 for delivery instructions.

18.A. Please further address the issue of cancelled or delayed flights further. Please address the issue of space availability on these flights to properly accommodate the new DGAR customers that are or will be ordering through the Singapore platform e.g. prepo ships and the Frank Cable type ship. There has been numerous times when the “normal” Tuesday flight is cancelled and replaced with other flights and food gets bumped off due to insufficient space, usually due to the type of aircraft used. Will the PV be compensated for reworks and re-deliveries of orders “bumped” from initial delivery?

Ans.: See above, Section I paragraph 32, for amended language regarding customer cancellations.

18.B. For all the work specified at points i; ii; iii, iv; v this work is currently carried out by the government contractor responsible for operating the ground services at Paya Lebar Air Base, namely DS2. These are the contractors responsible for the preparation of the flights to Diego Garcia. Currently, material is delivered to the air base from where it is handed over to DS2. Other Singapore contractors also deliver food and other material to be sent on the same flight. The prime vendor has no control over the loading procedure. The work includes the consolidation of all material from all vendors and for all Diego Garcia customers onto air force pallets. Air Force pallets have to be weighed, netted and staged ready for the flight. On occasions there is too much material for the flight, resulting in pallets having to be reworked or occasionally some being held over to a subsequent flight. All of these requirements are to do with the preparation of the flight, and cannot be considered as part of normal military food service distribution. Why is this work has been included in the solicitation?

Ans.: This requirement is being added because AMC requires DSCP to deliver prepared cargo which by definition includes points i., ii. iii., iv. & v.

18.C. . There is a considerable cost attached to providing these services, which at the moment is provided under a different contract. If this was to become a prime vendors’ responsibility it will inevitably lead to those costs being passed on to Diego Garcia customers. Is that what DSCP intends?

Ans.: Any additional costs to prepare product for AMC flights to Diego Garcia, to include all delivery and packaging requirements as Stated on Page 104 of the Solicitation must be incorporate into Distribution Fee Categories #72 and #73.

18.D. As this work is already being provided by another contractor please explain why it has been decided that this is now a Prime Vendor requirement?

Ans.: This requirement is being added because AMC requires DSCP to deliver prepared cargo which by definition includes points i., ii. iii., iv. & v.

**DELIVERY REQUIREMENTS FOR AIR MOBILITY COMMAND (AMC)
FLIGHTS TO DIEGO GARCIA.**

19. Pg. 104 Sec. IV. G. 2. c. provides:

“... **Chill/frozen items are required to be packed in tri-walls with the proper quantity of gel packs** (minimum of two) to maintain proper temperature to last duration of flight to Diego Garcia is estimated at 5 hours per leg via AMC channels.

19.A. The current solution for AMC deliveries, using bi-walls is sufficient and has proven to be effective in reducing the amount of spoils for DGAR customers. Why is there a need for tri-walls to be listed as a requirement?

Ans.: This requirement has been changed to Bi-Walls in lieu of Tri-Walls. See above, Section I paragraph 31, for amended language regarding this amended requirement.

SHIPPING DOCUMENTS FOR AMC FLIGHTS

20. Pg. 104 & 105 Sec. IV. G. 2. c. 1. a. provides

- i. TCMD
- ii. Shipping Label, DD Form 1387
- iii. Frozen Medical Material Shipment Label, DD Form 1502
- iv. Special Handling Data/Certification Label, DD Form 1387-2, for each tri-wall containing dry ice.
- v. Shipper's Declaration for Dangerous Goods Certification, for each tri-wall containing dry ice. This form is not available electronically and must be obtained through a Military Service or DoD Component Forms Management Officer.

20.A. This requirement is currently performed by the USG contractor (DS2) who is based at PLAB and prepares all cargo for loading onto the AMC flights. Is DSCP planning to have the Prime Vendor take over this function?

Ans.: This requirement is being added because AMC requires DSCP to deliver prepared cargo which by definition includes points i., ii. iii., iv. & v.

20.B. Aside from SPV pallets, DS2 also processes the above paperwork for cargo originating from FISC Contracting (for Ship Stores customers), cargo for DG MWR customers, and other DG entities. As such, would it make more sense for DS2 to modify their current “AMC husbanding” contract to cover this requirement?

Ans.: This requirement is being added because AMC requires DSCP to deliver prepared cargo which by definition includes points i., ii. iii., iv. & v.

21. Pg. 105 Sec IV. G. 1. b. provides:

“In the event of flight delays and/or cancellations, the PV shall recover shipments from the tarmac. Direct coordination with AMC personnel at the tarmac is required to obtain new delivery date and time.”

21.A. The recovery of shipments from the tarmac attracts various costs:

- transportation costs from PLAB

- transportation costs to PLAB once the new RDD is confirmed
- re-packing the bi/tri-walls with gel packs and dry ice
- re-working and/or re-placing the FFV spoils (if any caused by the delay e.g. the product has been sitting on the tarmac for more than 5 hours, which is the flight time to DG)
- container rental charges
- container plug-in charges
- lumping fees to stuff and un-stuff containers

Will DSCP contractually agree to pay for these costs?

Ans.: No. See above, Section I paragraph 32, for amended language regarding customer cancellations.

IV. Other Issues

SPOILS

22. Pg. 41 Sec F: provides:

“DSCP, shall not be responsible for the reimbursement of any out-of-code or expired shelf-life product (hereinafter “Deadstock”) or the destruction and/or disposal costs associated with the Deadstock . Consequently, it shall be the responsibility of the Prime Vendor to accurately forecast and efficiently maintain inventory levels.”

Approximately 20% of the volume for the contract pertains to land based shipments and the remaining 80% of the volume pertains to supplying incoming ships. Navy security requirements have understandably prevented the contractor from obtaining more than 48 hours notice of incoming ships. In order to fulfill the fill rate requirements of the Navy and handle surges up to 300% of average monthly demand, a minimum of 13 weeks inventory needs to be maintained in Japan and Singapore, coupled with an additional 9 weeks inventory to cover inventory in the pipeline, both on the water and maintained in the contractor’s US warehouse. In addition, the cost of disposing of food products in Japan is extremely high, running nearly 50% of the average product value cost. As a result this contract entails a significant amount of product spoilage, dead stock and disposal costs. During the first 3 years of the contract, product spoilage cost accounted for over 15% of average product value as compared to an industry average of less than 1% for most land based contracts. Over the life of the contract the rate exceeded 10%. The following items would need to be addressed in assessing the affect of potential dead stock and spoilage in pricing the distribution fees.

22. A Will the Navy consider mandating a longer lead time for incoming navy ships?

Ans.: The lead time as required by the customer is for a skip-day delivery.

22.B. Will the ESL milk spoils and disposition costs continue to be reimbursed to the contractor?

Ans.: No, the successful Prime Vendor will be responsible will the forecasting and ordering of all ESL milk products. Therefore, the Prime Vendor will also be responsible for ESL milk spoils and associated disposition costs.

22.C. If not, will the contractor be allowed to be responsible for the ordering of the milk or will the Navy continue to order all milk products?

Ans.: See above answer.

22.D. In the event of a change in contractors at the end of the contract, will the new contractor be required to purchase the remaining inventory of the outgoing contractor?

Ans.: No, the new contractor will not be required to purchase the remaining inventory of the outgoing contractor.

22.E. If not, is it expected that the outgoing contractor set up a reserve to cover its remaining inventory within the structure of its distribution fees?

Ans.: See page 99 of the solicitation under II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

22.F. In the event of a change in contractors, will the incoming contractor be reimbursed for airlift fees if the need arises to ramp up its inventory in the event the outgoing distributor lacks sufficient inventory levels to handle the volume during the transition period?

Ans.: If necessary, the incoming contractor will be authorized by the Contracting Officer to airlift the product using Government Transportation.

22.G. What protection does a contractor have with items that have been included in the catalog but are not moving and fall below the 10 case minimum?

Ans.: The Prime Vendor must on a monthly basis submit a Total Asset Visibility Report as well as a Slow Moving Report which will highlight all items not reaching the 10 case a month minimum. The Contracting Officer will forward this information to the requiring customers at which time a decision will be made on whether or not the items will be removed from the catalog.

22.H. Will the prime vendor be allowed to scrub slow or non moving items off the 9M subsistence, NSCM, CARGO or 1Q catalogs where it can be demonstrated that items are slow moving, defined as less than 10 cases per month, or items that are showing zero stock movement?

Ans.: No, the Prime Vendor is not permitted to remove items from the catalog without the approval of the requiring activity and the Contracting Officer.

22.I. If not, and DSCP or Navy oblige the prime vendor to retain items that are slow or non moving, will DSCP issue a contract modification to pay the contractor's costs for these for spoils on items that we would otherwise have scrubbed from the catalog?

Ans.: The Prime Vendor must on a monthly basis submit a Total Asset Visibility Report as well as a Slow Moving Report which will highlight all items not reaching the 10 case a month minimum. The Contracting Officer will forward this information to the requiring customers at which time a decision will be made on whether or not the items will be removed from the catalog. If the required items cannot be removed from the catalog, the Contracting Officer will review all instances of product spoilage on a case by case basis to determine if reimbursement will be made to the Prime Vendor.

22.J. As the prime vendor is responsible to 'accurately forecast and effectively maintain inventory levels' will the contractor be allowed to remove slow and non moving items without the need to solicit the customers if the sales fall below the agreed definitions of slow or non-moving items?

Ans.: No, the requiring customer and Contracting Officer must agree to the removal of slow or non-moving items.

22.K. The costs of spoils will increase exponentially with the introduction of the NSCM and the absence of home-ported ships in Singapore. Will DSCP issue a contract modification to cover the contractor's costs related to this change in the spoils costs?

Ans.: The Prime Vendor must on a monthly basis submit a Total Asset Visibility Report as well as a Slow Moving Report which will highlight all items not reaching the 10 case a month minimum. The Contracting Officer will forward this information to the requiring customers at which time a decision will be made on whether or not the items will be removed from the catalog. If the required items cannot be removed from the catalog, the Contracting Officer will review all instances of

product spoilage on a case by case basis to determine if reimbursement will be made to the Prime Vendor.

SHELF LIFE ISSUES

23. Pg. 40 Sec II. C. provides:

“Chilled products shall not be frozen in an attempt to extend the products' shelf life.”

23.A. This requirement will impact products like cheese which are currently stored and delivered as frozen e.g.

8910 01E195160 CHEESE, CHEDDAR, NATURAL, MILD, CUBED, 2/5 LB PG, U57

8910 01E297974 CHEESE, CHEDDAR, PROCESSED, SHRD, RED FAT, 4/5 BG, U45 -- Why are you eliminating this commercially sound practice?

Ans.: See above, Section I paragraph 13, as this requirement has been amended as follows:

NOTE: Products commonly sold “Chill” in the commercial market but required/identified as "frozen" in the DSCP item description (due to customer needs and mainly for OCONUS shipment/locations) should be purchased frozen from the manufacturer. These short-shelf life items may include: Hot dogs, bologna, bacon, deli meats, cooked hams, other cooked meats, and cheeses (cottage cheese and cream cheese shall not be frozen). These items should be frozen at the manufacturer's plant (preferably) and/or shall be blast-frozen by the PV following the manufacturer's “Freeze-by-Date” guidelines to preclude degradation and to extend shelf-life. The Prime Vendor's label shall correlate with the manufacturers' frozen shelf life recommendations for each type of product. Documentation of the manufacturer's recommended “Freeze-by-Date” and the frozen item recommended shelf life should be available for review if the product is blast-frozen at the PV's facility. Products required by the DSCP Item Description to be chill must be maintained and delivered chill and products required to be frozen must be delivered frozen to the DSCP customer (no product shall be slow-frozen in any case), unless approved by the Contracting Officer.

AUTHORIZED RETURNS

24. Pg. 115 Sec VIII. A. provides:

“The contractor shall accept returns under the following conditions:

2. Products damaged in shipment;

24.A. What if the product damage was due to the negligence or fault of the 3rd party agent or the MSC crew?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

5. Products that do not meet shelf life requirements;

24.B. What if we have a written agreement from the customer accepting the product?

Ans.: Only the Contracting Officer can accept product which does not meet the contractual shelf-life requirements.

8. Products delivered that fail to meet the minimum/maximum specified temperature;

24.C. What if product damage was caused by delays at pier-side / tarmac which are beyond the control of the PV e.g. the breakdown of the crane provided by the 3rd party agent, delays caused by weather (e.g. Cat 1 stop work order at PLAB and CNB due to heavy rain, winds and/or lightning)?

Ans.: See above, Section I paragraph 21, for amended language to section XXXIV. TITLE

9. Quantity excess as a result of order input error/and or purchase ratio factor error;

24.D. How can the customer not be liable for their own negligence?

Ans.: Picking up the rejected items is a requirement of this solicitation. Any associated costs should be included in the offerors distribution fees. The Prime Vendor as part of their customer service plan needs be in constant communication with the customer in order to reduce and/or eliminate errors in customer orders.

ORDER PLACEMENT (SKIP DAY DELIVERY REQUIREMENTS)

25. Pg. 78 Sec III. A. provides:

“Customers shall place their orders to accommodate a “skip day” delivery.

25.A. It can be clearly demonstrated that fill rates and customer satisfaction improves with a longer lead time. As such, especially forward deployed visiting ships, the delivery lead should be increased. Will you make this change to the Solicitation?

Ans.: No, the customer requirement under this solicitation is for skip day deliveries for ship customers.

25.B. Please clarify the exact cut-off time for order placement (e.g. by 1000 hrs on the order date). In the past, contractor has seen orders being transmitted in the late afternoon where we have exceeded the cut-off time for local vendors.

Ans.: See above Section I, paragraph 23, as this requirements has been amended as follows: Customers will be required to adhere to the specified cut-off time of 1200 hours local time of the ordering date in order to receive skip day deliveries for Zone 1 Japan and Zone 2 Singapore.

LABELLING ISSUES

26. Pg. 94 Sec B: provides:

“The Navy has incorporated a new initiative that adds a bar code of the National Stock Number (NSN) to the label. The bar code is used to receipt product at time of delivery. In addition to the information listed above, the Prime Vendor must provide a bar code on the case label.”

26.A. Does this mean that contractor will need to have barcode reading and printing capabilities to handle labeling and re-labeling requirements in-country?

Ans.: The Prime Vendor must ensure that all products shipped from CONUS have bar code labels on them. The Prime Vendor must have the capability to handle labeling and re-labeling requirements in country if the original labeling is damaged during shipment to the Prime Vendor’s OCONUS facility.

26.B. Does this mean that all locally procured items have to be labeled with the bar code as well? This will require a large amount of printing and labor involved for products such as bread, milk, FF&V and increase cost accordingly.

Ans.: Locally Procured FF&V and Market Ready Items are exempt from this requirement.

PALLETIZATION

27. Pg. 95 & 96 Sec F. 2. provides:

“Palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers must be done by using a two way wing type pallet.”

27.A. The winged-tip pallets are not suitable for large payloads (e.g. frozen items, soda). Will you revise the solicitation to reflect this fact?

Ans.: No, this is a requirement of the solicitation.

27.B. Heat Treated Wing-Tipped pallets costs \$14.50 each. This is an unnecessary expense. Will you revise the solicitation to reflect this fact?

Ans.: No, this is a requirement of the solicitation.

27.C. This requirement is redundant with the introduction of the pallet-lift platform by the Re-supply ships, oilers and incumbent PV and introduces costs that are against the current practice in place of over 10 years. Will you revise the solicitation to conform to commercial practice?

Ans.: See above, Section I paragraph 26, as this requirement has been amended as follows: When required by the customer or the FISC, palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers must be done by using a two way wing type pallet at no additional costs to the customer.

Sec F. 4 provides:

“The palletized/containerized unit loads require placards. The placards contain identification and contract data markings, which are to be stenciled, printed or labeled on two adjacent sides of the unitized load. The placards contain the stock number, item description, quantity, size and unit, the quantity is the number of shipping cases in the unit load, the gross weight and cube, the contract and delivery order number, the contractors name, address and nine digit zip code, and expiration date.”

27.D. Is DSCP expecting the PV to provide an itemized list of what is on the pallet?

Ans.: Yes, placards shall be in accordance with the requirements stated above.

Sec F.5 provides “All shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.”

27.E. Will this be required for customers who order less than pallet load of such items e.g. 2 cases each of flour, sugar, salt and rice?

Ans.: See above, Section I paragraph 27, as this requirement has been amended as follows: With the exception of small orders that are less than a pallet load, all shipments of flour, sugar, salt and rice must be further packaged in a tri-wall container.

Sec F.6. provides: “The loadouts require single line items to a pallet. Mixed loads are not permitted.”

27.F. Please confirm if this requirement is only for Stock Orders for a re-supply ship (i.e. T-AFS or T-AKES)

Ans.: See above, Section I paragraph 28, as this requirement has been amended as follows:

The load outs for re-supply ships only, require single line items to a pallet. Mixed loads are not permitted.

27.G. It is not practical for contractor to pack single item pallets for customer ships due to the number of pallets this would utilize as well as the number of trucks required to transport. Will you revise the solicitation to reflect this fact?

Ans.: See above, Section I paragraph 28, as this requirement has been amended as follows:

The load outs for re-supply ships only, require single line items to a pallet. Mixed loads are not permitted.

Tri-wall Dimensions

28. Pg. 105 Sec IV. G. 2. a. provides:

“PACKAGING – The PV shall package the products in tri-walls as follows:

- a. Tri-walls size shall be 48 x 42 x 42 and ½ inch in thickness.

28.A. Current bi-walls in Singapore measure: 43.5” x 38.5” x 29” (Thickness: ¼ inch) and they accomplish the following objectives:

- o Maintain the temperature
- o Facilitates double stacking - 68” (incl pallet) when double stacked
- o Why are you making this unnecessary change?

Ans.: See above, Section I paragraph 31, as this requirement has been amended as follows:

Delete all references to Tri-Walls and replace with Bi-Walls.

Also, delete the Tri-Wall measurements under 2. Packaging, a., and replace with the following:

- a. bi-walls size shall be 43.5” x 38.5” x 29” and ¼ inch in thickness.

28.B. The TPK2s from CONUS measure 48” x 40” x 37.5” (Thickness: ½ inch). These are not available locally and would just drive up the costs of the food for the customer. Double stacked, the height adds to almost 90” which is not good for T-AO deliveries. Why are you making this unnecessary change?

Ans.: See above answer.

28.C. The measurements given in the solicitation is suspect as the tri-wall is meant to sit on a 48” x 40” pallet, as per the specs detailed on Page 93 of the solicitation. Please confirm the measurements.

Ans.: See above, Section I paragraph 31, as this requirement has been amended as follows:

Delete all references to Tri-Walls and replace with Bi-Walls.

Also, delete the Tri-Wall measurements under 2. Packaging, a., and replace with the following:

- b. bi-walls size shall be 43.5” x 38.5” x 29” and ¼ inch in thickness.

Authorized Cancellations

29. Pg. 106. Sect IV. J.provides

“With the exception of customer orders to Diego Garcia, customers may cancel orders up to 8 hours prior to the required delivery via EDI (Stores) or in writing to the Prime Vendor. No restocking charges apply when customer orders are cancelled prior to 8 hours to the required delivery. All other cancellations will be reviewed by the Contracting Officer on a case by case basis.”

29.A. This clause seem to imply that restocking fees shall apply for order cancellations by DG customers, but it is not clear in providing for flight delays. Please clarify.

Ans.: See above, Section I paragraph 32, for amended language regarding customer cancellations.

29.B. For major load-outs i.e. those involving a CSG/ESG, locally procured items are procured a few days in advance in order to prepare the items for pre-shipment inspections and to ensure they are packed accordingly for the load out. The same goes for stock items that need to be prepared for the delivery, e.g. load for the Essex ESG onto the WSD. Regardless of when the order is cancelled, there will be costs associated with:

- re-slotting the CONUS (stock)
- disposal of locally procured and market ready/perishable items
- Will DSCP issue a contract modification to cover these costs?

Ans.: See above, Section I paragraph 32, for amended language regarding customer cancellations.

29.C. Will DSCP issue a contract modification to cover the costs associated with a change in the RDD location? E.g. Pallets for the USS Decatur were delivered to the CCD only to be rejected at pier-side and to be re-directed for 2 subsequent deliveries, one to the ship at pier-side and another to the barge for loading onto the USNS Bridge FFT to the customer at a later date. In this particular case, costs were incurred to bring the pallets back, re-pack the items for the 2 separate deliveries with special packing required for the delivery to the barge. Will contractor be allowed to recover such costs from DSCP?

Ans.: The Contracting Officer will investigate these instances on a case by case basis.

30. Pg. 102 Japan (Philippines) provides:

“Customers will provide a lead time of twenty (20) days before desired delivery date.”

30.A. Considering the logistics of product inspection, connecting with available feeder vessels, etc.. lead time should be a minimum of 30 days. Please verify with Singapore COR on the insufficient lead time. Will you revise the solicitation to reflect this fact?

Ans.: See above Section I, paragraph 14, which amended this requirement as follows: Customers will provide a lead-time of twenty (30) days before desired delivery date.

31. PAGE 39. Zone 2 Singapore continuation, last paragraph on the page.provides:

All market ready items (FF&V, Milk and Dairy, and Bakery) for zone 3, Diego Garcia, shall be supported through the zone 2 (Singapore) Prime Vendor Catalog.

31.A. Diego Garcia customers should be obliged to order off a separate_Diego catalog and not allowed to use the standard Singapore catalog. The reason for this is that there are significant additional requirements unique to the preparation and delivery of supplies to Diego Garcia customers that need to be factored into the distribution fee for D Gar customers. Such as the requirement to place all material in triwalls/ dry ice, and the new requirements to prepare TCMD’s and the various certifications in addition to the normal delivery documents, as specified on page 104. If we only had one catalog for Singapore, we would be obliged to include these additional elements of cost into the distribution fee for all Singapore customers as well as Diego Garcia customers. Will you revise the solicitation to reflect this fact?

Ans.: A separate catalog will be setup after the contract is awarded for the Diego Garcia customers ordering from Zone 2 Singapore. Any additional costs to prepare product for AMC flights to Diego Garcia, to include all delivery and packaging requirements as Stated on Page 104 of the Solicitation must be incorporate into Distribution Fee Categories #72 and #73.

32. PAGE 40. Second paragraph. provides:

Ship Store Cargo Items, also known as QCOG or 1Q Items shall be supported in Zone 2 (Singapore).

32.A. The quantities stated on the Japan price proposal spreadsheet massively overstate the estimated 2yr usage. Many of the food items listed on the 1Q catalog aren't available in Singapore, especially the short shelf life items, such as candy bars, snacks and chips. Also, there is no regular demand pattern for these items as there are no home ported ships or land based customers. Can we offer a limited range of 1Q items based on what is available in Singapore?

Ans.: On attachment 1 "schedule of items" within each zones price proposal spreadsheet, columns AG-AJ are labeled "Qualifications", and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

33. PAGE 43. 5. provides:

For all shipments to OCONUS distribution facilities, all product is required to be palletized in full van load quantities. Full vans of product are required for delivery to one individual OCONUS distribution facility.

33.A. If we are required to meet this obligation of shipping full van loads there will be many instances, (especially short shelf life chill items), where we are being obliged to ship excess quantities of inventory, and that will lead to unnecessary spoils as a direct consequence of complying with this requirement. Will you revise the solicitation to reflect this fact or authorize a contract modification to cover the spoils costs?

Ans.: Whenever practical, all shipments to OCONUS distribution facilities shall be palletized in full van load quantities.

34. Page 106. Point J. provides:

With the exception of customer orders to Diego Garcia, customers may cancel orders up to 8 hours prior to the required delivery via EDI (Stores) or in writing-----

34.A. What is the time limit for Diego Garcia customers to cancel their deliveries out of Singapore?

Ans.: See above, Section I paragraph 32, for amended language regarding customer cancellations.

35. Other issues

35.A. Page 40 states the average order dollar value for Diego Garcia is \$190,856, however on page 105 it states the value at \$300,000 please advise on which is correct.

Ans.: This has been amended in above Section I paragraph 12, to read as follows: Average 1 order every four weeks or 12-18 times per year (average order dollar value \$184,000.00.)

35.B. Page 41 Full Food service Management and Food Preparation: The PV may be required to provide the full food service management, personnel, and supervision of the dining facilities. What is the time frame that the PV would be notified of this being implemented and how will this cost be incorporated?

Ans.: If required, the Prime Vendor will be given sufficient time to prepare and procure the required items. Distribution fee categories #67, #68, and #69 shall cover all Prime Vendor costs associated with distributing all Food Service Operating Supplies (FSOS). If the Prime Vendor is required to provide full food service management, personnel, and supervision of the dining facilities, the associated cost will be negotiated into the contract as a modification.

35.C. Has the listing of items for the solicitation been revised to correct the errors of duplicate items, NSN numbers, etc?

Ans.: Yes, the corrected spreadsheet will be included as part of Amendment 0003.

35.D. In Singapore the only customers are ships with the exception of the Terror Club and if the PV is contractually bound to keep surge level inventory of 600+ items on hand at all times is it possible to have a mandated lead time for this location? Or, if not, will DSCP allow PV to recover its losses?

Ans.: No, the lead-time is skip day for all Singapore customers. No, the PV will not be able to recover its losses as this is an inherent risk of this solicitation and therefore a cost of doing business.

35.E. What protection does the contractor have with the consistent changes to items on the catalog prior to the stock on hand being depleted? Will DSCP add a clause that requires depletion of existing stock before changing the catalog or, alternatively, authorize a contract modification to cover the spoils costs if the stock is not depleted before the catalog is changed?

Ans.: The Prime Vendor is responsible for managing inventory levels. The Prime Vendor is responsible for bringing to the attention of the Contracting Officer those catalog items which have been removed at the request of the customer. The Contracting Officer will assist the Prime Vendor with coordinating customer depletion of existing inventory.

35.F. This contract requires the PV to have 3 warehouses in-country in order to meet the 48-hr lead time and service expectations. With 3 warehouses supporting a contract that derives about 80% of its volume from ships, requiring heavier than normal inventory throughout the distribution network, there is approximately \$15 million in inventory in-country at any time to support this contract. How will DSCP address disposition of ending inventory with the PV in the event that the PV isn't awarded the follow on contract? Will DSCP assume financial responsibility for the ending inventory?

Ans.: See page 99 of the solicitation under II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

35.G. How long does DSCP plan to take to submit payments for product deliveries?

Ans.: The Prime Vendor will be paid in accordance with the Prompt Payment Act.

35.H. How long does DSCP plan to take to determine an item's pricing is fair and reasonable (F&R)?

Ans.: Usually two to three business days.

35.I. DSCP has at times exceeded 18 months in making a F&R determination for an item. Will provide a "fail safe" time period in solicitation in which if the F&R is not rejected it is deemed granted? Is their a maximum time limit for making a F&R determination on Requests For Equitable Adjustments?

Ans.: No. If an item is rejected by the Contracting Officer, it is up to the Prime Vendor to either negotiate a lower price with the Manufacturer or locate another source of supply and resubmit the item with the lower price. See FAR 33.211 titled "Contracting officer's decision" for information regarding F&R determinations on Requests for Equitable Adjustments.

NOTE: This is a small market and oftentimes, a distributor might be the only exclusive distributor in Singapore for a product. In this case, how does the KO determine a price to be F&R when there is no other vendor the PV can buy from? Here is the dilemma, if the PV NIS the product.

Ans.: The PV should make every effort to solicit quotes from approved sources listed on the VETCOM web site. In cases where the PV says there is only one source, the PV should provide a sole source justification. There may also be cases where a distributor elects not to quote. In that case, the PV should provide proof of a no bid, i.e., an email from the source.

Change in Product Cost and Distribution Fee Structure

36. The new solicitation contract has radically changed the definition of product cost and Distribution Fees and a number of items need to be clarified in order to properly price the distribution fees. Due to the size of this particular contract, it is unlikely that full truckload quantities can ever be ordered from food

manufacturers and most, if not all product will either have to be sourced by local distributors or ordered in less than truckload quantities from manufacturers.

36.A. Is it expected that the contractor obtain inbound freight costs, (the cost to ship product from the manufacturer to the contractor's stateside distribution facility) on all items and include in the distribution fee?

Ans.: Yes

36.B. Is it expected that the product obtained from all redistributors be priced at their purchase price (minus inbound freight costs) and the markup and inbound freight costs of the redistributors be included in the contractors distribution fee?

Ans.: Yes

37. Who is responsible for arranging the MPA's? PV or DSCP?

Ans.: DSCP

38. Does DSCP currently have any MPA's in place? Can we get a copy?

Ans.: DSCP does not have any signed agreements. A copy of an MPA will be added to the solicitation.

39. Can you provide us with a list of current MPA holders?

Ans.: None to date.

40. Please define original manufacturer?

Ans.: See Page 53 of the solicitation, under XIII Pricing, Paragraph A (2)(d) as well as comment #19 of Amendment 0002.

41. How do we handle items on the market basket that have not been purchased in over a year and may/may not have been discontinued by the manufacturer? How do we handle items on the market basket where the current cataloged NSN# does not match the NSN# per the requirement on the market basket, although the requirement is for the same spec'd item.

Ans.: On attachment 1 "schedule of items" within each zones price proposal spreadsheet, columns AG-AJ are labeled "Qualifications", and should only be filled out (along with all other columns) if the offeror is unable to provide the Stock Number and item specified on the spreadsheet.

42. Does Diego Garcia require a full time customer service person on island?

Ans.: No, Diego Garcia does not require a full time customer service person on the island.

43. Does Diego Garcia require quarterly visits?

Ans.: Yes, Diego Garcia requires quarterly visits.

44. In terms of early pay discount (2-10-net 30) when does the clock start? At time of manufacturing? At consolidator? At the dock?

Ans.: Discount terms are negotiated between the contractor and the manufacturer.

45. Lead time for ships is 48 hours?

Ans.: Yes, skip day ordering is required for ships.

46. How do we account for loss, shrinkage, expired product, product shipped in error, etc when we are limited to a 2% cap on quick pay discounts?

Ans.: Those situations are risks associated with contract and should be accounted for in business proposal decisions.

47. New items, if a customer identifies a new item he would like the prime vendor to stock, and this item replaces one with an MPA, and is cheaper, how is the Prime Vendor to handle a situation like this.

Ans.: The Prime Vendor shall notify the Contracting Officer of the Company, POC, product, etc., and DSCP will contact that Company to secure an MPA. It is possible if a manufacturer is unwilling to enter into an MPA the Contracting Officer may determine the Company's product may not be added to the DoD catalog.

48. Page 6 indicates an Oral Presentation. Please clarify.

Ans.: Oral Presentations will not be conducted under this solicitation and page 6 of the solicitation does not state that Oral Presentations are required.

49. Page 6 indicates that technical descriptions will be required for all items on each market basket. Please clarify.

Ans.: The product listing will be acceptable for providing the items technical descriptions. However, if the offeror is unable to provide the Stock Number and item specified on the attachment 1 "schedule if items" spreadsheet, the technical descriptions must be submitted for these items.

50. Page 6 lists as a requirement, the potential Prime Vendor to submit two copies of their current product listing. Please clarify.

Ans.: The two copies of the Prime Vendors current product listing must be submitted with your proposal.

51. Page 122 of the solicitation requires the Prime Vendor to hold his prices the week prior to the Government's Fiscal Year Change (October 1) No catalog changes will be made prior to the start of the new fiscal year. Are you asking the Prime Vendor to absorb potential losses for that week? If so, how do you intend to offset these potential losses.

Ans.: Yes, the Prime Vendor is required to hold prices for that week. To offset any potential losses, the Prime Vendor must incorporate the costs into their proposed distribution fees.

52. Why is the Prime vendor being required to absorb additional costs including: Customer Reviews (\$159.00 per request), Rapid Gate Access Cards (\$185.00 per person, plus \$29 per year for each additional base), PKI/ECA Cards (\$125-\$175 per year)

Ans.: The above are required under this solicitation and should be incorporated in the proposed distribution fees.

53. Will DSCP re-consider a fuel surcharge? Other government entities allow a fuel surcharge. In addition, this is a standard business practice in our industry.

Ans.: No a fuel surcharge will not be considered.

54. DSCP is now requiring weekly and monthly fill rate reports? Please clarify?

Ans.: Yes, weekly and monthly fill rate reports are required under this solicitation.

55. Why does DSCP require from the Prime Vendor the fill rates by month for the previous year of the distributor's largest customers when the phone number and point of contact are provided for DSCP to call with for this information when this is proprietary information?

Ans.: The Prime Vendor fill rates by month as well as the point of contacts for the distributor's largest customers is required and must be submitted with your proposal.

56. Price still based on FOB origin/Point of Manufacture

Ans.: Yes

57. What constitutes an item being a KO approved National Commercial Price inclusive of transportation costs to a distribution point? (i.e. Campbell's Soup) pg 53.

Ans.: An example of a National Commercial Price which is inclusive of transportation would be a National Product Price set by Pepsi for all Government customers. This price would be inclusive of all transportation costs regardless of where in the country the product is being delivered to. This price shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

58. What benefit would an MPA agreement have for the government if the Fixed MPA product price is higher than the current offered price? Isn't this another way of hard spec'ing more high volume items on the market basket thus allowing more financially sound i.e. Big Business to take over more items on the market basket resulting in less small business and lower socio-economic numbers? Who determines the amount of time the price is fixed for an MPA (30 days vs. 6 month's)

Ans.: DSCP desires to have transparency in pricing. DSCP will request any new supplier identified in the offerors proposal to enter into an MPA if the offered product price is less than the MPA product price.

Product selection decisions still rest with the customers as they have been in the past. Products commonly identified by National Standards e.g. NAMPS or Grades which are by definition the same, will likely be scrutinized for price. Most other products are selected because of other quality and suitability characteristics. The impact on socioeconomics will be tracked by DSCP. The MPA holder determines the amount of time that the price is fixed, however no MPA prices will be changed more frequently than monthly.

59. Are there any provisions within the MPA agreement which guarantees volume?

Ans.: There are no volume guarantees.

60. How will the price changes/price re-determination be viewed after the fixed price period expires on an MPA given the state of our economy? How long is the process going to take?

Ans.: MPAs will not be subject to price re-determination. Price changes will be approved by the MPA Contracting officer and transmitted via Excel to the Prime vendor contractors with the monthly MPA price changes and NAPA discount changes.

61. How can you require the PV to mimic an Early Payment Discount plan similar to that of their best customer? The PV has separate agreements with business partners based on relationships, guaranteed volume, logistics etc.

Ans.: The Prime Vendor does not have to provide an Early Payment Discount plan similar to that of any other customer. The Early Payment Discount provisions of the solicitation only relate to what constitutes a bonafide Early Payment, which may be retained by the Prime Vendor. The Prime Vendor, in its proposal, must identify rebates, discounts and allowances that it will pass along to the government. The government will evaluate which discounts the Prime Vendor proposes to pass along, and conversely, retain (See Solicitation P. 25, Section XVII, Para. D and P. 96, Additional Submission Requirements, Cost and Price, Para 2).

62. If a PV has a more favorable pricing arrangement (MPA) than what the NAPA is offering the customer in terms of price, which item would take precedence?

Ans.: The Prime Vendor shall notify the Contracting Officer of the Company, POC, product, etc., and DSCP will contact that Company to secure an MPA. It is possible if a manufacturer is unwilling to enter into an MPA, the Contracting Officer may determine the Company's product may not be added to the DoD catalog and removed for the NAPA program.

63. On page 123, fill rate reports. Many customers have Special Order items on their catalogs. Some customers enter the Special Ordered items weekly until it arrives; thus causing multiple NIS's, and this skews the fill rate report. Can we add an additional reason to handle this issue?

Ans.: Fill rates for special order items will be evaluated on a case by case basis by the Contracting Officer.

64. Are technical descriptions required?

Ans.: The product listing will be acceptable for providing the items technical descriptions. However, if the offeror is unable to provide the Stock Number and item specified on the attachment 1 "schedule if items" spreadsheet, the technical descriptions must be submitted for these items.

65. Can the pricing spreadsheet (Attachment 1 of the solicitation) be unlocked so that the data can be manipulated?

Ans.: No, the spreadsheet is locked to limit the number of possible errors.

66. Will there be a corrected pricing spreadsheet (Attachment 1)?

Ans.: Yes, the corrected spreadsheet will be included as part of Amendment 0003.

67. Will there be a fee associated with the MPA's?

Ans.: No, there will be no fee associated with the MPA's.

68. Does DTS ship out of Seattle?

Ans.: The Prime Vendor must check with DTS.

69. Will the pricing structure be the same as the Iraq solicitation?

Ans.: Yes, except for the "premium" distribution pricing.

70. What is the Philippines annual dollar value in USD?

Ans.: Approximately \$80,000 per month or \$960,000 annually.

71. Can you elaborate on the new quarterly review DSCP HCA evaluation criteria?

Ans.: The PV will be required to come to Philadelphia to meet with the DSCP Head of the Contracting Activity to review the PV’s contract performance.

72. Why was the fill rate changed to 98% from the previous 97.5%? Isn’t 97.5% more realistic given the volume of the contract and short lead times?

Ans.: Market Research indicates that a 98% fill rate is appropriate for this region.

73. If one Prime Vendor receives an award for all three zones, can one Total Asset Visibility Report (TAV) be submitted to include the assets for all three zones?

Ans.: No, a TAV report should be submitted for each zone. However, a consolidated TAV could be submitted IN ADDITION to the report submitted for each zone.

74. Ref: P. 16 Does this mean there is no minimum order specified in this contract?

(a) *Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less the \$0.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.*

Ans.: Yes

75. Ref: P.39 What does "trans-ship" to the final delivery point entails?

We would like to have further explanation on the scope of work for the forklift operation. *The Prime Vendor must also provide all of the necessary material handling equipment (i.e....) and labor to unload deliveries and trans-ship to the final delivery point. The Prime Vendor will maintain a minimum of 97.5%....*

Ans.: The term "trans-ship" means the Prime Vendor delivers to AMC, MSC or another ship for final delivery via airlift or sea surface to the end customer. Forklifts are required to offload product from the delivery truck and place to the delivery point as required by the customer.

76. Ref: P.40
(Ship)

Remaining Shelf Life Criteria
(Land Customer)

9 month or greater = 3 month	9 month or greater = 1 month
Less than 9 month = 2 month	Less than 9 month = 1 month
90 days or less = 14 days	90 days or less = 14 days

ESL fall in a category of "c", however currently using 10 days remaining shelf life upon the customer's RDD

It is imperative to note that afloat vessels may deploy at a moments notice.....

Ans.: If product is manufactured with 90 days of shelf-life or less, the Contracting Officer requires a minimum of 14 days remaining shelf-life at time of delivery. The vendor shall closely coordinate production and delivery times in order to insure that product will meet the end-use customer’s usage needs.

77. Ref: P. 49 Currently, the security seals and paper work is provided to the security upon delivery if requested. Does the term “registered/logged” only limited to internal log only? Or does it require submission of paperwork?

Security seals shall be properly placed on delivery vehicles and registered/logged in per delivery

Ans.: All deliveries must meet the security requirements as stated in this solicitation as well as any additional security requirements for each individual customer.

78. Ref: P. 51 How will it be informed if “DSCP’s produce section is unable to service”?

Does this apply to not only the ship but all customers?

Can lead time 24 hours be negotiable? This is too short!

This is not possible if for Singapore or locations in North/South Japan. It should be minimum 48 hours.

The vendor will only be required to source in Zone 1 Japan in the event that DSCP.....

Ans.: To clarify, the 24 hour lead time for production is in reference to how long in advance the Prime Vendor may be notified that FF&V and Market Ready items will be the responsibility of the Prime Vendor in Japan. The normal skip day delivery RDD will be in effect if this customer requirement becomes the responsibility of the Japan Prime Vendor. A detailed plan of action must be submitted with your proposal to show how the offeror proposes to support this mission.

79. Ref: P. 54 In case Market Ready products become a part of PV contract, who will be responsible for procurement and payment to the vendor? Would the distribution fee be per carton?

Ans.: The Prime Vendor will be responsible for procuring the products and payment terms will be in accordance with the solicitation. The distribution fee and unit of measure must correspond with one of the distribution fee categories listed above in Section I of this amendment.

C. Product prices must be reflected.....

80. Ref: P. 69 How much preparation time will be given to PV to adopt produce, market ready and dairy type items...? (Exactly how many days prior to the start of operation) Current Lead time is 72 hours not including Sat. & Sun. and any military holiday that are observed.

Ans.: To clarify, the 24 hour lead time for production is in reference to how long in advance the Prime Vendor may be notified that FF&V and Market Ready items will be the responsibility of the Prime Vendor in Japan. The normal skip day delivery RDD will be in effect if this customer requirement becomes the responsibility of the Japan Prime Vendor. A detailed plan of action must be submitted with your proposal to show how the offeror proposes to support this mission.

81. Ref: P. 70 How much preparation time will be given to PV to adopt QCOG or 1Q Items? (exactly how many days prior to the start of operation)

The Prime Vendor maybe required to carry some or all of the QCOG catalog.....

Ans.: All items listed within the schedule of items must be made available on the effective date of the contract. If a customer desires to order an item that is not part of the contractor’s inventory, the Prime Vendor will be allowed a maximum of sixty (60) days to source and make the item available for distribution. Failure to source new items requested by the customer with the sixty (60) day time limit may have a negative effect on the offeror’s past performance evaluation factor for future proposals submitted to DSCP.

82. Ref P. 78 "Skip Day" deliveryEx. Mar 1st Order Placement → Mar 3rd required delivery date. Does this include Sat. and Sun, holidays (Specified in Section VI. HOLIDAYS)? It should be clear not to include weekends & holidays.

Customers shall place their orders to accommodate a “skip day” delivery.....

Ans.: Correct, skip day deliveries apply only to business days and exclude weekends and holidays. Therefore, for example, customer orders placed on a Friday would have a skip day RDD of the following Tuesday.

83. Ref: P. 79 20 days is not enough lead time for the shipment to Zamboanga Philippines. It is recommended to have a lead-time of 30 to 35 days. Not enough time unless airlifted or increase lead time.

For Zone 1 – Japan (Philippines)

Customer will provide a lead time of 20 days before desired delivery date....

Ans.: See above, Section I paragraph 14, which amended this requirement as follows: Customers will provide a lead-time of twenty (30) days before desired delivery date.

84. Ref: P. 82 Does co-location of food or non-food items other than PV is allowed as long as they are segregated?

The contractor shall delvepo and maintain a sanitation program.....

Ans.: The contractor shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Food manufacturing Practices, the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations.

85. Ref: P. 85 Quality System Management Visits (QSMVs) - Does it remain unannounced? PV Product Quality Audits ~ What is the frequency ?

Ans.: Yes, QSMV audits remain unannounced. Each Prime Vendor will undergo an initial Product Quality Audits once per contract period with the first audit occurring during the base period and other audits occurring once per option period.

86. Ref: P. 93 The fiberboard is used only at the bottom of the pallet. Does height limitation 54" only apply for a land customer? Many ships want sometimes 36 to 40" high skids.

48x40x48. If using a standard commercial pallet the maximum height.....

Ans.: No, the height limitation of 54" does not only apply to land customers. See pages 93-96 of the solictiation under IV. Packaging, Packing, Labeling, Markings and Palletization for Navy Ships, for all Navy Ship customer requirements.

87. Ref: P. 95 How do we differentiate Resupply ships and Amphibious Assault ships from others? Do they require products on the wing pallet instead of wing pallet being provided for loading purpose only? Shrink-wrap seems to be perfectly fine.... Is there any problem? Is "strapping's" mandatory? Does height **limitation 54"** only apply for these types of ship?

Palletizing for Resupply ships, Amphibious Assault Ships (LHD) and Carriers must be done by using two way wing type.....

Ans.: At the time of award the successful offeror can request a list to identify each customer ship. Yes these types of ships require a two way wing pallet which is not to exceed 54". Shrink wrap is prohibited.

88. Ref: P. 96 Providing Stock Number(13 digits), size & unit, gross weight and cube, order number, expiration date for each pallet?

Other information; Contract Number, Contractors name, Address and Nine digit zip code can be listed Placard labeled on two adjacent side?

Does this mean two placard on each pallet? Tally is carrying a information of UPC(10 digits), Product Description, Case count only...

The palletized/containerized unit loads require placards. The Placards contain.....

Ans.: Yes, placards shall be in accordance with the requirements stated on page 96 paragraph F. 4. Yes two placards per pallet.

89. Ref: P. 96 The single line items per pallet will increase a number of pallets to be delivered and higher cost in transportation.

The load outs require single line items to a pallet. Mixed loads are not permitted.

Ans.: See above, Section I paragraph 28, as this requirement has been amended as follows:

The load outs for re-supply ships only, require single line items to a pallet. Mixed loads are not permitted.

90. Ref: P. 96 Can it be two copies (Original & Copy) unless specified by the customer otherwise such as loadout.

The contractor shall forward three (3) copies of the

Ans.: This solicitation requires three (3) copies of the delivery ticket be forwarded by the contractor with the shipment.

91. Ref: P. 97 What is the items that requires "Protection from Heat"? Would those be the items that need to be stored in humidity controlled room?

Items requiring "Protection from Heat" shall be stored and delivered.....

Ans.: It is the responsibility of the Prime Vendor to maintain the integrity of all products and to determine which products require protection from heat.

92. Ref: P. 100 Any activity that requires this service other than Iwakuni Food Service? Currently, we are providing this service to Iwakuni (Mess 1 & 2) Food Service Ordering Section.

Additionally, upon completing the delivery.....

Ans.: As stated on page 100 of the solicitation under IV. Delivery Instructions, All deliveries are subject to military inspection at destination.

93. Ref: P. 102 Pier location listed in the solicitation is missing Iwakuni...This is now the major load out Port in Southern Japan Our forklift is currently located to support Sasebo, Akasaki & Yokosuka Only. There is no forklift when servicing at Iwakuni, Yokohama Northdock, Urago, where Cape Jacob loads, Commercial Port & Exercise)

Peir locations in FICS Yokosuka, Yokohama, Sasebo and Akasaki.

Ans.: Pier location at Iwakuni has been added in the above Section I paragraph 29. Per pages 39 and 103 of the solicitation the Prime Vendor must provide all of the necessary material handling equipment at no cost to the Government, when required. This includes forklifts, pallet jacks, lift gates etc.

94. Ref: P. 102 We would like to keep RDD on the system as container shipping date for a inventory controlling purpose.

The Prime Vendor will be required to ship products.....

Ans.: The RDD is the required delivery date to the customer.

95. Ref: P. 103 Is there any penalty imposed if we do not meet the criteria? Is there any method of calculating the accuracy?

Pallet count will be affected by the multiple factors; Availability of the products, Cancellation, Quantity Change Request, Number of sources (Two warehouses + Airlift).

The PV shall provide pallets counts to customers within 90-100% accuracy...

Ans.: There is no penalty unless the customer incurs additional expenses as a result of a count that is completely off. Since the standard fill rate is 98% or above, the PV should be able to provide an estimated pallet count that is within 90 - 100% accuracy.

96. Ref: P. 104 Does this have to be a signed delivery ticket? Currently we provide a set of copies (unsigned) to FISC for all the vessel's delivery.

Delivery Ticket – The PV shall provide.....

Ans.: Yes, the PV shall provide signed electronic or hard copy delivery tickets to the FISC STORES Operator within 48 hours after RDD.

97. Ref: P. 104 Does the term "Anchorage" same as barge operation? What is ESF platforms? What does dry/refrigerated container mean? Use of gel packs and/or dry ice inside tri-walls for all barge operation is costly. Currently, we provide dry ice either 50kg or 100kg depending on the volume of ice-cream

Delivery to Ships at Anchorage:.....

Ans.: When a ship is anchored out, meaning not at pier side, a barge is used to carry cargo from the brow to the ship at anchorage. b) ESF = Expeditionary Strike Force. c) A dry container is a container used to store dry products. A refrigerated container is a container with capacity to maintain freeze and chilled products within their respective prescribed temperatures.

98. Ref: P. 106 Over night truck we need min 12 hours as ordered product could already be dispatched on trucks to base locations. If 8 hrs, then a truck cancellation fee should be applied

With the exception of customer orders to Diego Garcia, customers may cancel.....

Ans.: See above, Section I paragraph 32, for amended language regarding customer cancellations.

99. Ref: P. 106 Negishi Club marks forklift requirement - No forklift available, their order is within the capacity of hand off-load.

Special Requirements.....

Ans.: If required by any existing or new customers at the required delivery point at any point during the contract period, forklifts will be required to be provided by Prime Vendor and the associated costs are to be included in the proposed distribution fees.

100. Ref: P. 114 Holidays being observed in Japan (Recognized by the government is as attached) The solicitation does not cover everything... Please refer to the sheet "HOLIDAYS" in RED.

Ans.: On pages 114-115 under IV. Holidays paragraph B., the following is stated:

“If your firm observes a holiday that is not listed above please list them on the blank lines provided below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.”

The Contracting Officer will evaluate the offerors proposal regarding holidays and will address this section with the offeror during negotiations.

101. Ref: P. 114 Holidays being observed other than recognized holidays are 2nd & 3rd of January. These two days are considered as New Year's Holiday. (One of the most important holiday that Japanese spend with their families and relatives) Alternate holidays are listed in the sheet "HOLIDAYS" in Blue.

Rule A: Next available week day will be observed as holiday if the National Holiday falls on Sunday

Rule B: If the week day is in between National Holiday, it will be observed as holiday.

Ans.: See above answer.

102. Ref: P. 115 Would emergency be on the same day service for land customers too? (Misawa is located outside of the same day service geographically) Need to calculate delivery locations x 3times per week. Is a price to be established after the two emergency orders per delivery?

The contractor must be able to receive and process purchase orders on any day.....

Ans.: If there is more than the allowable number of emergency orders of two per month per customer, the Contracting Officer will determine reimbursement on a case by case basis. If the prime vendor has additional costs, the offeror shall propose the cost per additional emergency order in their proposal.

103. OTHER **See Attached Commercial Ports & Exercise Sites**

There are over 20 commercial ports that PV product was delivered to over the contract period.

This is not detailed anywhere in the solicitation.

It should be made clear of the Port locations that deliveries are required.

Exercise Locations: There are over 12 delivery exercise site locations that product was delivered to over the contract period. It should be made clear that deliveries are required to the exercise site locations.

Ans.: On occasion, the Prime Vendor will be required to make deliveries to other delivery points not listed in this solicitation to include other commercial ports and site locations for customer exercises.

104. OTHER Currently **Rice** is being declared as General Cargo. It is required that rice be inspected by PQJ. If CNTRS are shipped from the USA to Southern Japan, they are routed Yokohama-Kobe-Hakata. The first port of entry would be recognized by PQJ as Kobe and would be inspected there. There is a cost associated with clearing the rice that should be discussed and stated on who is responsible. Currently DSCP is not reporting rice on the packing lists to Japan. DSCP is responsible to clear the CNTR's.

Ans.: The Prime Vendor is responsible for any cost associated with clearing the rice.

Section III

Japan/Singapore/Diego Garcia SPV Pre-Proposal Conference Presentation 10/7/08



Pre-Proposal Conference Japan/Singapore/Diego Garcia

SPM300-08-R-0070

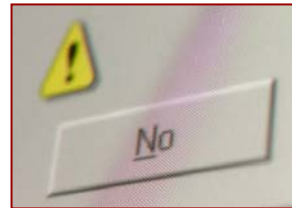
October 7, 2008



Conference Ground Rules & Participation Guidelines

Please...

- Sign-in
- Mute all cell phones and pagers
- No cameras, video taping or recording devices
- Hold all questions to the end of the presentation
 - Questions can be written and submitted during break or asked verbally
- Solicitation Language & Amendments Supersede Pre-Proposal Conference Discussions





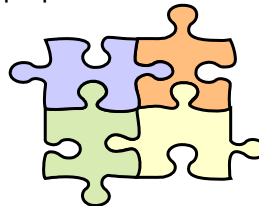
OVERVIEW

- Welcome address
- Introduction and Review
 - ✓ Prime Vendor Process
- Solicitation
 - Overview
 - Requirements
- Trade-Off Source Selection Process
- Questions and Answers



Prime Vendor Acquisition Process

- Solicitation preparation
- Issue solicitation – 8/7/08
- Pre-proposal conference – 10/7/08
- Amendments to solicitation - Amend 0001 9/25/08
Amend 0002 9/29/08
- Closing date – To be determined
- Begin evaluations – Technical panel/Business panel
 - Structured plant site visit
 - Negotiations/Revised offers/Final proposal revisions
- Award
- Post award conference





Solicitation Overview

- Second Generation Acquisition for Japan
 - Unrestricted
- Two Year Base Period
- Estimated Dollar Value:
 - Mainland Japan (incl. Philippines)
 - \$50,154,536
 - Singapore
 - \$19,176,734
 - Diego Garcia
 - \$4,425,400
- Firm fixed price/Indefinite delivery contract
- Guaranteed minimum – 25% of est. dollar value per contract period
- Fill rate 98%



Solicitation Requirements: What's Different?

- Market Basket size
- Distribution categories are set
- Rebate / discount language
- Unit Price language
- Manufacturer's Price Agreements
- DTS relationship
- Surge and Sustainment Requirements
- No substitutes
- Technical factors & order of importance
- Quarterly review by DSCP HCA
- Contract implementation/Effective period





Solicitation Requirements: What's Not Different?

- Contract authority
- U. S. product from sanitarily approved plants
- EDI requirements/Management reports
- Contract clauses, representations, certifications
- Subcontracting plan
- Written submission requirements:
 - Technical proposal
 - Business proposal



Proposed Support

- PV manages requirements, purchasing & inventory management.
- PV bears cost of inventory, storage, equipment, and disposal.
- Commercially owned & operated warehouses (minimum 1 each in Japan & Singapore.)



Prime Vendor Trade-Off Source Selection Process

Technical > Price

Technical proposal (non-price factors):

- Written technical proposal
- Structured plant site visit

Submission requirements:

- Factor I: Corporate Experience/ Past Performance
- Factor II: Distribution System/ Quality Assurance
- Factor III: Customer Support
- Factor IV: Surge and Sustainment
- Factor V: Force Protection
- Factor VI: Socioeconomic Considerations
- Factor VII: JWOD Support
- Factor VIII: DLA Mentoring Agreement



Prime Vendor Trade-Off Source Selection Process

- Business Proposal consists of two parts:

Submission requirements:

Factor I: Aggregate Distribution Prices
Factor II: Aggregate Pricing

- Category/ Distribution Prices
- Item/ Product Prices
- Item/ Unit Prices
- Option Prices
- Product Listing
- Discounts, rebates, allowances or other similar economic benefits given to any other customer.



***Submit the Price Proposal on the formatted spreadsheets (attachment 1) in accordance with the instructions in the solicitation, and submit hard copies, as well as a copy on CD



Prime Vendor Trade-Off Source Selection Process

Submission requirements:

- Option period
 - Invoked by the Government
 - 2- 2 year option period
 - Option period distribution prices
 - May increase, decrease or remain constant
 - Must be represented as a percentage
 - Distribution fees remain fixed for option period
 - Vendor must fill out page 149, option pricing
 - **Failure to do so may result in rejection of the entire proposal**



PRICING

- Pricing will be based on...

Contract Unit Price = Product price + Distribution Price

- Unit Price: The total price in US currency that is charged to DSCP per unit for a product delivered to the Government
- Multiple Unit Prices for the same item are not permitted



PRODUCT PRICE

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

The following exceptions apply:

1. Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point
2. FF&V item priced inclusive of airfreight transportation costs from a foreign country into the local market of Japan, Singapore, and Diego Garcia
3. Mandatory Items



DISTRIBUTION PRICE

- **Distribution Price:** a firm fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price.
- Includes the Prime Vendor's projected general and administrative expenses, overhead, profit, packaging/marketing/labeling costs, all Non Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer Subcontractor and FF&V Consolidation Point fees) for procurement/storage/consolidation/palletization/distribution from original Point of Manufacture and transportation costs from the Prime Vendor's distribution facility(s) to customer locations.
- Shall remain fixed for the base period of the contract, and is subject to any agreed option year adjustments
- Shall exclude DTS Ocean Shipping Costs

The following exceptions apply:

1. Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point
2. FF&V item priced inclusive of airfreight transportation costs from a foreign country into the local market of Japan, Singapore, and Diego Garcia

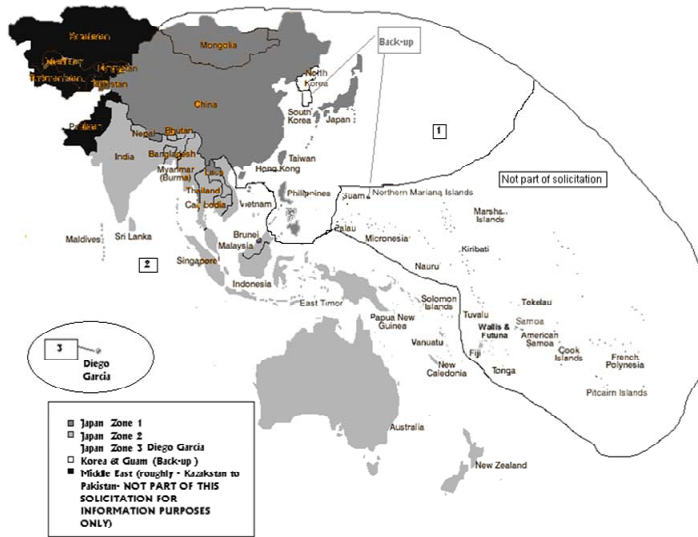


Pricing

Line Item	Stock Number	Item Description	UOI	Estimated 2 Year Quantity	Comm Inv Y/N	Specif. Unit Match Y/N	Quote Y/N	Vendor UOM
1	8905-01-E09-0458	BEEF, CUBED STEAK, FZN, TENDERIZED, 4-6 OZ EA, 53 LB/CS,	LB	11,220	Y	Y	N	CS
Invoice / Quote UOM Delvd \$	Government UOI	Distribution Price Category #	UOM Base Distr. Price	UOM Option 1 Distr. % Change +/-	UOM Option 1 Distr. Price	UOM Option 2 Distr. % Change +/-	UOM Option 2 Distr. Price	
\$ 40.00	53 lbs	2	\$ 4.50	5.00% +	\$ 4.73	5.00% +	\$ 4.96	
UOI Base Distribution Price	UOI Product Price	UOI Base Unit Price		Base Period \$ Total	Base Period Dist. Price Total			
\$0.09	\$.75	\$.84		\$9,424.80	\$1,009.80			



Deployment Zones





Produce Support

- No Routine Produce by Japan PV
 - PV will be utilized for Produce only as back-up to DSCP-P support
 - Distribution fee solicited to facilitate if needed
- Singapore & Diego PV will require support
 - Singapore PV will supply FF&V to both Singapore and Diego Garcia Customers



Foreign Issues

- Awardees may be foreign
- Berry applies – DFARS Clause 252.225.7012



Remember...

- All information to be submitted in writing
- Technical and Cost or Price Proposals must be prepared separately
- A SIGNED and COMPLETED SOLICITATION must accompany the technical and cost or price proposals in its entirety, as well as any amendments, if applicable
 - Ensure all clauses that require a response are completed
- Request attachments from Contracting Officer, and use the provided spreadsheets for submission of pricing information
- Fill in, and sign SFI449 as required
- Sign, and return any/all amendments
- Return one completed copy of the solicitation
- Prepare and return six copies of the Technical Proposal, and two copies of the Price Proposal
- Submit the Price Proposal on the formatted spreadsheets (attachment 1) in accordance with the instructions in the solicitation, and submit hard copies, as well as a copy on CD



Remember... (cont.)

- Submit manufacturer's invoices for every item listed in the Schedule of Items
 - NOTE: a manufacturer's quote is acceptable, but an invoice is preferable. The invoice quote submitted must be dated within thirty (30) days of the solicitation closing date
 - Refer to solicitation for actual requirements
- Submit a list of CONUS and OCONUS "Distribution Points" or "Places of Performance" that will directly support the proposed customers. Warehouses functioning as backups should be designated as such
- Check for accuracy on Business Proposal
- Submit a Subcontracting Plan if your firm is a large, domestic business
- Submit best offer



Points of Contact

- Points of contact:
- Gina Vasquez, Program Manager
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- Karen R. Aquino, Contracting Officer
Karen.Aquino@dla.mil, 215-737-2928
- Thomas Garofalo, Contract Specialist
Thomas.Garofalo@dla.mil.215-737-0852
- Jerald Caruso, Tailored Vendor Logistic Specialist
Jerald.Caruso@dla.mil, 215-737-8059



Any Questions???

