

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE Feb 20, 2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
Defense Supply Center Philadelphia Directorate of Subsistence, FTAF 700 Robbins Ave. Philadelphia, PA 19111-5092 Thomas Schrank, Contract Specialist (215) 737-4526							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				<input checked="" type="checkbox"/>		SPM300-08-R-0078	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11) Jan 12, 2009	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

ADDITIONAL DETAILS OF THIS AMENDMENT ARE PROVIDED ON THE FOLLOWING PAGES

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

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

**THIS AMENDMENT CONTAINS REVISIONS (ADDS/CHANGES/DELETES) TO THE SOLICITATION**

**Amendment 0004 corrects the answers stated in Amendment 0003 to the questions listed below. Please refer to Amendment 0004 for the answer to these questions only.**

NOTE: Answers are immediately preceding each question in **BOLD**.

3. Page 65: Tax Information – Please give more details on Customs Tax, Special Excise Tax, VAT and Petroleum Tax.

What exactly is the Petroleum Tax?

**The Petroleum Tax is any excise tax imposed within the Republic of Korea specifically petroleum based products, most notably gasoline fuels. The SOFA agreement for Korea should give you the information an offeror needs on the taxes that apply to them for this contract.**

4. Page 66-67: Chemical Protective Equipment – Does this apply to all contractor employees or contractor sub-contractor employees? If so, how soon after award must this be in place? Who approves the equipment?

**The Chemical Protective Equipment specified in the contract, must provided by the Prime Vendor to all contractors and/or subcontractors the PV deems “emergency essential” in connection with performance of the contract. For non-"emergency essential" persons referred to in the contract, appropriate equipment must be provided commensurate with the specific situation. This requirement must be implemented as soon as possible after contract award and should meet the requirements listed in the solicitation.**

14. Page 34: DBA – Currently one insurance company is the US still offers DBA insurance. There were more, but after the financial markets collapsed in 2008, only one is left. What if no insurance company is willing to underwrite this insurance?

**The requirement for DBA insurance is statutory and will apply even if no U.S. insurance companies will underwrite it. An offeror may attempt to comply with the DBA requirement by self-insuring, however, this requires recognition of self insurance status by the U.S. Department of Labor (DOL).**

17. Page 43 of 346. (I). (A): The paragraph states that PV must be able to supply non-food items too. The question is that whether these non-food items are exempted from the Berry Amendment. The reason for this is because it is almost impossible to find made in USA products for plastic cups, paper goods and cleaning supplies.

**The Berry amendment applies to each non-food item on a case by case basis depending on the nature of the non-food item. Please review the Berry Amendment and the exemptions associated it with to see if the item in question is restricted by Berry.**

49. Pg 69/ Sect. B - Is it likely that the PV contractor will in fact receive Invited Contractor Status? Is the incumbent currently operating under an Invited Contractor Status or Technical Representative Status?

**It is anticipated that the successful offeror for this solicitation will qualify as an "Invited Contractor" as that term is used in the Korea SOFA agreement during the term of the contract.**

50. Pg 64&65/ Sect. U - Tax and Import Duties. Is it fair to plan on the fact that the PV contractor will be exempt from all taxes including VAT for the purpose of this contract?

**The foreign taxes a contractor are exempt and not exempt from are governed by the each country's SOFA agreement. Please review and/or consult a qualified legal advisor to determine what taxes apply to the contract. It's the offeror's responsibility to know how the tax laws operate and what they are responsible for paying in the country of operation.**