

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1	OF 30	PAGES 30
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11/23/10	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY Defense Logistics Agency (DLA) Troop Support 700 Robbins Avenue Philadelphia, PA 19111 POC: Thomas Drew (215) 737-4862		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-11-R-0005		
				X	9B. DATED (SEE ITEM 11) 10/13/10		
					10A. MODIFICATION OF CONTRACT/ORDER NO.		
					10B. DATED (SEE ITEM 11)		
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.
	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 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)	
		Thomas Drew	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

This amendment contains two sections, Section I is to extend the closing date of the solicitation. Section II provides answers to questions which were submitted in reference to the pre-proposal conference. The answers in Section II are provided for clarification purposes only and do not change the requirements in the solicitation.

## Section I

1. The closing date of this solicitation has been extended to December 22, 2010 3:00 pm local time.

## Section II

### SWA Pre-Proposal Questions

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 as proposal questions. They are being published in Amendment 0001 so that all offerors will be provided the same information with regards to this solicitation. Questions related to the schedule of items spreadsheet will be addressed separately in the form of an updated schedule of items with any necessary changes. This update will be released shortly. Additional amendments will be issued at a later time to update the solicitation and address questions that are not answered here.

1. Reference: FAR 52.212-4; para L; pg 14. Under the heading “Termination for the Government’s convenience”, if the Government terminates the contract, “the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination.”

Question: Will the Government reimburse the contractor for product in transit between the CONUS and OCONUS warehouse, already at the OCONUS warehouse, or between the OCONUS warehouse and the final delivery destination (Camp or FOB)?

**DLA Troop Support Response: If the Government terminates a contract for convenience, FAR Part 49 applies and the contractor is entitled to fair compensation for work done and preparation, including reasonable profit.**

2. Reference Addendum to FAR 52.212-4; para (a); pg 18. The solicitation states that, "Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered."

Question: Will the contractor be provided a list of authorized receiving officials for each of the various sites?

**DLA Troop Support Response: The list will be provided at time of the award.**

3. Reference DLAD 52.216-9065; para (c); pg 37. The solicitation states that unit prices will remain fixed and that only the product price component is subject to adjustment.

Question: Does the Government intend that contractors absorb changes in distribution cost?

**DLA Troop Support Response: Yes, changes in the fixed distribution price will not be given. However, offerors have the opportunity to make changes to distribution prices for each option period at the time of offer.**

4. Reference Addendum to FAR 52.212-4, DLAD 52.216-9065 (d) Upward Price Ceiling on Economic Price Adjustment page 39. Clause reads "The aggregate of contract unit price increases for each item under this clause during any contract period shall not exceed 70%....." Please confirm the contract period referred to is the base period of 24 months only?

**DLA Troop Support Response: Contract period is inclusive of base and option periods.**

5. Referring to page 37 of the solicitation, points B & D

(B) All notices and requests for price changes shall be submitted monthly, no later than 12:00 p.m. local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with D below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

(D) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the Thursday immediately following the Monday when price changes are due, that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

If the last day of the month is a Monday, the KO will have no time to check the price changes and to give its authorization (since the deadline is Thursday). Are the above mentioned timeline correct?

**DLA Troop Support Response:** Yes, the timeline identified in the clause is correct. The beginning of the ordering month is defined as the Sunday prior to the first full week of a month, so the actual date a month ends is not relevant because if the last day of a month is a Monday the new ordering month will not begin until the following Sunday.

6. Referring to page 12, (6) Interest (i)

Will the Contractor be allowed to claim interest for any late payment on valid invoices?

If so, how much?

**DLA Troop Support Response:** Please refer to payment information in FAR 52.212-4(i) as provided.

7. Referring to page 24 - Indefinite Quantity (d)

Does this mean all orders that remain outstanding, whether in transit or otherwise, 180 days after contract expiration do not have to be fulfilled?

**DLA Troop Support Response:** Yes, that is accurate.

8. : Referring to page 45 - Option to Extend the Term of the Contract (a)

3 days is a short period of notice, can this be increased? Also is the notice of intent 60 days?

**DLA Troop Support Response:** There is no plan to change the three day timeframe for the Government to provide notice of extension. Furthermore, 60 days is referring to the amount of time in which the Government would provide the contractor with notice of intent to exercise any option.

9. The definition of product price for FF&V as given on page 35 of 240 paragraph b.2.a is not clear and does not recognize the difficulties in obtaining such a price from an importer or grower. This resembles the definition given in Amendment 24 of SPM300-08-R-0061. All CENTCOM approved sources refused to provide such pricing quotes and refused to give a quote without including their costs and margin. Consequently, Amendment 25 was issued and defined the product price for FF&V on FOB Origin/Point of Importer as follows:

Product Price for FF&V as defined in Amendment 25 for Solicitation SPM300-08-R-0061 includes air freight charges as well as other costs incurred by the importer including import costs, storage, consolidation, palletizing, and distribution work:

Revise “the product price definition/exception 1 as follows:

(b) Exception 1: The product price shall be based on FOB Origin/Point of Importer when the following conditions apply:

(i) The product is listed in category #146 – Prime Vendor Fresh Fruits and Vegetables (FF&V)

and

(ii) It is necessary for the product to be flown into the local market of Kuwait from a foreign country because local supply does not exist or it is insufficient to meet demand requirements.

and

(iii) The importer that establishes the product price is the firm that actually performs the FF&V import service including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work.”

**DLA Troop Support Response:** The pricing definitions as contained within the Statement of Work for this solicitation under the Supplies/Services and Prices section is correct and properly define the FF&V exception. DLA Troop Support has requested that the Economic Price Adjustment Clause be updated for consistency.

10. Reference SOW XIII Pricing, A.2.b(ii) page 78. In reference to “local supply” please confirm the intent is local availability through distributor or grower and the intent is not restricted to product grown locally.

**DLA Troop Support Response:** The language presented in XIII Pricing, A.2.b(ii) is to account for FF&V items that have been imported to countries covered by this solicitation because local supply does not exist or is insufficient to meet demand requirements. For example, if Bananas are flown into Bahrain by an importer, and the contractor would purchase Bananas from this importer, this item would qualify for this exception. This exception applies only to items in categories 59 (for Zone 1 and Zone 2) and category 98 (Zone 2 only).

11: Referring to page 81 FF&V prices

FF&V prices are highly volatile therefore it would be advisable to have a price update based on the quotes received from the suppliers valid for the month to come, instead of basing it on the invoices received in the previous month. Prices should also be updated on a more frequent base (e.g. every 15 days). Please advise if DLA Troop Support is willing to do so?

**DLA Troop Support Response: No, please refer to Economic Price Adjustment Clause.**

12. Pg 40 states “the contractor-mentor and its protégé(s) shall meet semi-annually with the DLA Contracting Officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals.” Where will this meeting take place and if it is at DLA/DSCP who is responsible for the expenses associated with this meeting?

**DLA Troop Support Response: The contractor shall determine where and when they shall meet with their protégé and the costs associated with the mentor-protégé program shall be included in the fixed distribution fee.**

13. You mention there is a 30-day price hold? Please clarify? While this seems to be workable with dry goods, commodity type items have price changes daily.

**DLA Troop Support Response: Please refer to ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL - DLAD 52.216-9065 (NOV 2009). This clause begins on page 35 of the solicitation.**

14. Reference SOW; II.A; pg 58. The SOW has the same estimated sales figures for Option Period 1 and Option Period 2.

Question: Does the Government anticipate that there will be no price escalation during these periods?

**DLA Troop Support Response: Estimates are provided only for the purpose of providing an estimate of the size of the contract. The Government does not intend to predict price increases or decreases.**

15. Reference SOW; V.A.4; pg 67 & XIII; Pricing; pg 78. The solicitation mentions “the product price for each item must be based on a twenty-foot-equivalent unit (TEU) truck load quantity”.

Question: Are there any restrictions on the use of 40ft trailers to actually support the contract in either Zone 1 or Zone 2, or when providing lads at the port for sea movement?

**DLA Troop Support Response:** No, there are no restrictions on the use of 40ft trailers to actually support the contract in either Zone 1 or Zone 2, or when providing load outs at the port for sea movement. Twenty-foot-equivalent unit (TEU) truck load quantities are requested for evaluation purposes.

16. Reference SOW – Supplies / Services and Prices XIII. Pricing A. Definition: 2. Product Pricing a) page 78. The clause reads “The product price for each item must be based on a twenty-foot equivalent unit (TEU) truck load quantity”. Does the government intend to purchase a minimum of a twenty-foot equivalent unit (TEU) truck load quantity per month of all items to be supplied under this solicitation? If not, the contractor cannot be obligated to provide pricing from the manufacturer equivalent to twenty-foot equivalent unit (TEU) truck load quantities.

**DLA Troop Support Response:** The government recognizes that demand quantities during the life of the contract could be purchased at varying intervals. However, for evaluation purposes, offers should submit product prices based on twenty-foot equivalent unit (TEU) truck load quantities. If TEU pricing is not available the offeror must notate this in column W of the spreadsheet.

17. How do we handle companies who will only quote product in 40ft quantities given that this is the commercial standard? Will you accept quotes/invoices in 40ft quantities or will this be considered not acceptable?

**DLA Troop Support Response:** Yes, but it must be noted on the spreadsheet under column W.

18. Reference SOW; II.H; Routine Airlifts; pg 66.

Question: What is the expected or current average, mean, and hi/low quantity of air freight moving to Djibouti each month?

**DLA Troop Support Response:** Estimated demand numbers have already been provided in the schedule of items.

19. Reference SOW; II.D.ii & E; pg 63. The solicitation gives give data for pallets of Operational Rations and then provides an estimate of U.S. pallet sized spaces necessary to meet the zone warehouse requirements.

Question: Does the Zone estimate in paragraph 'E' include the Operational Ration pallets from paragraph 'D'?

**DLA Troop Support Response:** No, the estimate provided in paragraph E does not included the Operational Rations pallets from paragraph D. For clarification, Operational Ration pallets are also to be American Sized Pallets (48 x 40 inches).

20. Reference SOW; II.G; pg 65. The solicitation states that the contractor will be responsible for coordinating offloading and drayage with the customer if mil-air or tender is unavailable.

Question: Will the customer be providing the offloading and drayage, or will the contractor be responsible for providing personnel to accomplish these tasks?

**DLA Troop Support Response:** Contractor will be responsible.

21. Reference SOW; VIII.E; pg 75. In the last paragraph of the section the solicitation states that when making 'split' deliveries, "refrigerated units are required to be sealed after each delivery point."

Question: Does this requirement apply equally to all trucks and containers, or are only refrigerated trucks to be sealed?

**DLA Troop Support Response:** As stated in the paragraph preceding this reference, Security seals shall be properly placed on all delivery vehicles and registered/logged in per delivery.

22. Reference SOW; VIII.F; pg 76. The solicitation states, "The contractor shall comply with all duty hours."

Question: If shipments arrive at other than normal duty hours, will secure space be provided on the base to park the trucks until the next duty shift begins?

**DLA Troop Support Response:** For some customers secure spaces will be provided; however, if shipments arrive early it will be the contractor's responsibility to take food defense precautions.

23. Reference SOW; XXVI; pg 104. The solicitation requires the contractor to 'break cases' for spices.

Question: Do spices still have to meet a ten case minimum threshold or be reviewed for deletion from the catalog?



DLA Troop Support Response: No, spices are not required to be ordered at ten cases per month due to the nature of the item.

24. Reference SOW; 2.J pg 66. The government identifies pork issues and alludes to the DTS process.

Question: Can the government provide more detail on the process? Is this a second DTS airlift from the OCONUS warehouse? If the prospective vendor is able to find a legal and compliant means to ship directly, it seems that their distribution costs would be higher, thus creating a disincentive to find creative solutions to this issue.

DLA Troop Support Response: It has been DLA Troop Support's experience that pork coming from certain countries has difficulty getting across borders and into other countries.

If offerors choose not to use DTS, they must identify the legal and political issues associated with the transport of pork and provide a plan as to how they will accomplish moving pork within the Area of Responsibility.

25. Will DTS shipments of Pork Products to Saudi Arabia be via DTS Airlift? If so, will it be considered normal/routine or emergency for planning purposes?

DLA Troop Support Response: No, it will not be via airlift. If DTS is utilized the product will be shipped via DTS barge and will be considered routine.

26. Will DTS shipments of Pork Products to Bahrain be via Airlift? If so, will it be considered normal or emergency for planning purposes?

DLA Troop Support Response: No, pork products will be shipped into Bahrain through the outlined DTS process.

27. What is the current method of shipping Pork products into Saudi Arabia?

DLA Troop Support Response: DTS barges product and it is in US Government possession while crossing the Saudi Arabia border.

28. DTS transportation to carry pork into Saudi Arabia? Is there DTS transportation available in the Middle East?

**DLA Troop Support Response: Yes, DTS transportation is available to the regions listed in this solicitation.**

29. Reference SOW; IX pg 124/5. Question: How does the dispenser supply and maintenance requirement apply to ships? Is the requirement for ships at port only, or would we have to arrange for service at sea, or supply to another port outside our delivery point port if the dispenser required maintenance before return to our zone port?

**DLA Troop Support Response: Service at sea would not be required. For ships that are in port service would be required.**

30. Reference SOW; IX.E pg 125. Question: If a dispenser and/or service is not manufacturer-supplied, may we include the cost, provided we provide documented support?

**DLA Troop Support Response: This language is limited to manufacturer provided dispensers, which manufacturers generally include in the product price.**

31: Referring to the solicitation page 124

Please specify the number of dispensers currently located at customers (excluding navy ships).

**DLA Troop Support Response: Generally at least one per dining hall.**

32. Reference SOW; XV, pg 90. Question: What if a commercial agreement cannot be agreed between the prospective SPV and and MPA Holder?

**DLA Troop Support Response: Please refer to the Statement of Work SUPPLIES/SERVICES AND PRICES section XV. The prime vendor shall immediately bring to the attention of the Contracting Officer the names of MPA Holder(s) unwilling or unable to enter into a commercial agreement with the prime vendor.**

33. Reference SOW XIII Pricing, A.2.a)1 MPA's page 78. Please provide a draft MPA agreement detailing obligations of the MPA holder towards the Prime Vendor. Further, how do DLA-TS intend to ensure the MPA holder agrees to the standard terms of contract between supplier and prime vendor? Once DLA-TS awards an MPA to a manufacturer they will have no incentive to agree terms and may impose onto the PV terms and/or mandatory use of certain consolidators who in turn can charge fees above acceptable levels. Will the MPA agreement obligate the manufacturer to load sea vans in coordination with PV/USTRANSCOM from their facility?

DLA Troop Support Response: The DLA Troop Support MPA establishes the product price. All other conditions remain under the Subsistence Prime Vendor contract requirements. (Draft MPA available upon request to Thomas Drew or Assunta Bonanno.) DLA Troop Support is not clear concerning what specific "standard terms of contract between supplier and prime vendor" the offeror is referring to, or the exact meaning of the question, as there is no privity of contract between DLA Troop Support and the prime vendor's suppliers. No, the MPA agreement does not obligate the manufacturer to load sea vans in coordination with PV/USTRANSCOM from their facility

34: Referring to the solicitation page 90.

What is the expected date at which we will get the list of MPA holders?

DLA Troop Support Response: A list of MPA holders will be provided via a future amendment.

35. Solicitation page 90, Section XV: DLA Troop Support Manufacturer's Pricing Agreement Program.

Question: When is it anticipated that the MPAs will be executed? Will each MPA specify purchase quantities? Also, will each MPA include pallet, case, and truck load prices? In order for an offeror to provide DLA Troop Support with the most reasonable distribution price, the offeror must know which items will be provided under the MPA program and where the manufacture with the MPA is located.

DLA Troop Support Response: At this time it is unknown when the MPA program will be fully implemented. In the interim, please provide pricing for every item. MPA prices are substantiated on a MPA unit of measure basis. The location of the MPA holder is irrelevant.

36. Will MPA's require Fair and Reasonable evaluation? How will DLA Troop support handle a situation where the PV is currently stocking a line item at \$2.00/lb and an MPA for the same line item is given at \$2.15/lb. Will the PV now be required to buy the item at 2.15/lb from the MPA holder even though the price is higher?

DLA Troop Support Response: The MPA price will be used for evaluation purposes. If an offeror that receives the award can obtain pricing lower than an MPA price the PV should offer the lower price for cataloging after award.

37. Reference SOW XIII,.A.2; Pg.78. Question: Can the government confirm that food manufacturer preparation costs (palletization, the cost of pallet and wrapping material and the labor spent preparing the pallet for outbound freight) should be included in the Product Price.

Question: Can the government confirm that food manufacturer preparation costs (palletization, the cost of pallet and wrapping material and the labor spent preparing the pallet for outbound freight) should be included in the Product Price.

**DLA Troop Support Response:** No, these costs are required to be covered by the fixed distribution price as defined on page 79 of the solicitation.

38. Reference SOW Supplies / Services and Prices XIII. Pricing A. Definition: 2. Product Pricing c) Exception 2 Page 78. Clause reads “A CONUS-based manufacturer’s pricing which is a national commercial price...” For small volume purchases would as example a Dot Foods Invoice be acceptable?

**DLA Troop Support Response:** No, FOB origin only. Please also note that FOB origin does not include any third party logistics costs. If an offeror chooses to use a consolidator such as Dot Foods, those costs should be included in the fixed distribution fee.

39. Reference SOW VII SOFA page 71. The SOW states “...to the best of DLA Troop support’s knowledge...” importations of supplies are free of duties and taxes. Please confirm the delivery terms of this contract are DDU and if they become DDP the duty element can be added to the product price or would be payable by USTRANSCON at the cost of DLA-TS on clearance of goods at port of entry.

**DLA Troop Support Response:** If this were to change during the life of the contract, it would be addressed as necessary with the Contracting Officer as part of Contract Administration.

40. Reference SOW XIII Pricing, A.2.a) 1 page 78. Please confirm that the terminology “broker and dealer” as it relates to costs and fees relate only to brokers and dealers acting on behalf of the PV and not the manufacturer/supplier.

**DLA Troop Support Response:** If the manufacturer/supplier is shipping the item to a distributor/consolidator/broker/dealer, those fees are not allowable under product price. These costs should be included in the fixed distribution price.

41. Reference SOW XIII Pricing, A.2.c) page 79. In relation to manufacturers pricing which is a national commercial price inclusive of transport costs; can DLA-TS please provide a list of the same which has been approved by them for any zone. How can these be used for pricing purposes in this solicitation response?

**DLA Troop Support Response:** No, each offeror’s expertise in the industry should be utilized.

42. SOW XIV Categories of Items

Normal Distribution Prices page 88. Category Number 73. Please confirm for pricing purposes if the UOM defined as case is in fact for 2 cases as intimated in the nomenclature.

DLA Troop Support Response: DLA Troop Support confirms that for category number 73 the distribution price per case provided by the vendor to move items in this category will cover multiple (2) modules.

#### 43. SOW XIV Categories of Items

Premium categories page 88. For premium categories where Pallet Spaces are intimated as the UOM please confirm the volumetric to be used.

DLA Troop Support Response: These categories are to be priced by the pallet space.

#### 44. SOW XIV Categories of Items

Premium categories page 88. For category 98 please confirm the UOM is net weight i.e. product weight only and not gross weight i.e. including packaging and ice.

DLA Troop Support Response: As stated on page 89 this category includes all tri-walling and wet/dry ice charges.

#### 45. SOW XIV Categories of Items

Premium categories page 88/89. We would consider that there should be premium categories for delivery to Oman, Saudi Arabia and Kenya.

DLA Troop Support Response: Normal distribution prices should include all customers in the zone.

46. Reference SOW XVII Rebates/Discounts page 91. Please better define this section. What do you mean by “consistent with commercial practice”? What do you mean by payment is required within 10 days? How will this work if the PV is working through a buying agent & consolidator who make payment direct with manufacturer? Are these same terms imposed on CONUS PV contractors?

DLA Troop Support Response: Consistent with commercial practice shall be determined by each offeror.

Offerors shall offer the government the same rebates and discounts they would offer other similarly situated customers, consistent with their normal commercial practice. There is no requirement for payment within 10 days. Offerors may negotiate any payment terms they choose. Offerors who do negotiate other payment terms must include this information on their invoices.

47. Reference SOW Description and Specifications - II Order placement G Zone 2 Djibouti Land Based Customers page 113. Will LMR shipments be treated as normal routine deliveries as far as lead time is concerned? Will set delivery days be determined? Order skip delivery will not be sufficient time to purchase, pack and ship goods into Djibouti

**DLA Troop Support Response: Yes, LMR shipments will be treated as normal routine deliveries.**

48. Reference SOW – Supplies / Services and Prices pages 58 – 60. Vendor requests DLA TS disclose the frequency of deliveries and delivery schedules for all customers listed in the solicitation.

**DLA Troop Support Response: Please see pages 59 and the deliveries and performance section of the solicitation; this is the extent of the information available.**

49. Reference SOW Supplies / Services and Prices pages 58 – 60. VENDOR requests DLA TS disclose the volume of supply for Djibouti for 2010.

Vendor requests DLA TS publish the number of cases delivered in 2010 to Djibouti, Oman and Kenya.

**DLA Troop Support Response: Please see data provided on page 59 of the Statement Work in the SUPPLIES/SERVICES AND PRICES section of the statement of work for an estimated breakdown of sales between regions.**

50: Referring to the solicitation page 107

We are a current PV and we have still not been able to get our PKI certificates. How is the new

PV supposed to get one?

**DLA Troop Support Response: PKI Certifications remain a requirement for access to some Government electronic systems. However, OCONUS vendors may have some difficulty in obtaining a PKI certificate, and while this is a requirement, under special circumstances exceptions can be made. Additionally, the potential cost involved in obtaining a PKI certification should be considered when offerors establish normal distribution prices.**

**As for access to CPARS: A Department Of Defense (DoD) PKI Certificate is required for all DoD employees accessing ACASS, CCASS, CPARS and FAPIIS. Contractors are also encouraged to obtain and use a certificate. Non-DoD Government users may continue to access ACASS, CCASS, CPARS and FAPIIS without a certificate.**

51: Referring to the solicitation page 111

What is the lead-time for Bahrain Shk Isa Air Base, Bahrain?

**DLA Troop Support Response:** Normal routine deliveries shall be made within 2 days after order placement. Order placement must be made before 12 noon to be considered for the day. For example, orders placed before noon on March 1st would have required delivery date of March 3rd. Exceptions may apply for remote areas and communication problems.

52: Referring to the solicitation page 136

Please specify current delivery schedules (i.e. 1 a week to Shk Isa Air Base, 2 per week for X,...).

**DLA Troop Support Response:** As of now it is twice a week.

53: Referring to the Attachments (schedule of items) Cell D2 of sheet "Attchmt 2 Item Schedule for Z1", states "Items for Qatar and Saudi Arabia (Army and Air Force)". Cell D792 of sheet "Attchmt 2 Item Schedule for Z1", states "Items for Navy Customers (Bahrain)" In the solicitation, the customer Shk Isa Air Base, Bahrain is referred to. What are the items delivered to them? These do not seem to be identified in the attachments.

**DLA Troop Support Response:** The same as other Navy Customers in Bahrain.

54: Referring to page 58 & 59, Total estimated sales for zone 1 and for zone 2

The monthly average estimated value (total estimated sales value/total number of months of the term) for the base period (24 months) is \$5,160,895.83 for zone 1 and \$6,633,812.50 for zone 2, while for option 1&2 (18 months) the estimated average value is \$5,898,166.67 for zone 1 and \$7,581,500.00 for zone 2. Can DLA Troop Support explain why the average monthly sales are expected to increase during the option periods?

**DLA Troop Support Response:** While average monthly sales may vary, the estimates for the base period were developed to account for orders not being placed during the 105 day implementation period. The option numbers do not include an implementation period.

55: Referring to page 63, future Operational Rations storage requirements

Country/Region	Number of Dry Pallets	Number of Reefer Pallets
Bahrain	100	50
Qatar	100	50
UAE	6000	500
Djibouti	100	50

Please indicate if the quantities indicated refer to the base period (24 months) or if it includes also the 2 option periods. The quantities indicated for UAE seems extremely high, especially when compared with the information retrievable from the schedule of items for zone 2. For the base period in fact it is indicated:

- a) 8970001491094 MEAL, READY-TO-EAT, IND, TPK-2 ITEM, MENU 1-12, 1/12 MEAL  
CT BX, ACR-M-026, 35707 BX (approximately 790 pallets)
- b) 8970015256856 GFM UGR-A PERISHABLE, 9 EA/CS (1 pallet)
- c) 8970015394598 GFM UGR-E, EA/CS (1 pallet)

**DLA Troop Support Response: Quantities have been verified as applying only to the base period.**

56.: Referring to page 82 storage fee for GFM

The solicitation reads:

“Also, storage payments will only be made on product that is within its original or VET extended shelf life. Storage payments will not be made on expired product.”

In light of the above, does the PV have the authority to immediately dispose of expired GFM or should he ask for the KO’s authorization. If the latter, is there a deadline after which the disposal is automatically granted?

**DLA Troop Support Response: No, Contracting Officer authorization will be required.**

57. Reference page 63. There is a disparity between pallet positions required for Zone 2 Operational Rations and total Zone 2 Total Pallet Positions. Are the Government's estimated total 4,000 and 5,500 pallet positions for Zones 1 and 2 respectively, exclusive of the Operational Rations storage requirement?

**DLA Troop Support Response: Yes, the estimates are exclusive of the operational rations storage requirements.**



58. Pg. 63 states “ In regard to GFM, the prime vendor shall recommend the time to reorder and the respective replenishing amounts to the Theater Food Advisor and the Contracting Officer for Government ordering or approval for prime vendor ordering if the product is designated by the Contracting Officer to be converted to GFM upon receipt. The Government will not reimburse the Prime Vendor for expired or excess inventory during the life of the contract or after the contract has expired.” How will PV be compensated for disposal of bad/expired GFM product? PV should not be held responsible for these products given the fact that they have no control over ordering procedures or usage.

**DLA Troop Support Response: The PV will be compensated for disposing of GFM by utilizing distribution price category #90, Dead Stock Disposal Cost (Includes Transportation; Approved at the Contracting Officer’s discretion). Note that this would need to be coordinated with the contracting officer before the disposal process is started by the contractor.**

59. Referring to pages 63 & 68, Pipeline and point to point delivery

There is a conflict between the information provided at page 63: “These estimates were developed using current contract data. It is also estimated that product will be in the pipeline for 49 days, and that the offeror will be required to utilize a total of 2,400 American sized pallets for Zone 1 and 3,200 American sized pallets for Zone 2 for that time period. And the one at page 68: “DLA Troop Support has been advised by USTRANSCOM that the average “Point to Point” delivery time to South West Asia averages forty-six (46) days.”

Can DLA Troop Support clarify?

**DLA Troop Support Response: 49 days as provided on page 63 is just an estimate, so the average would range between 46 and 49 days. Offerors should assume between 46 and 49 days for in pipeline time.**

60. Referring to page 77 ESTIMATED VALUE/GUARANTEED

**MINIMUM/MAXIMUM ACQUISITION VALUE:** The estimated dollar value of this solicitation is \$768,341,000.00 in the event that the base period and all option periods are invoked. The maximum dollar value will be 300% or \$2,305,023,000.00, inclusive of option periods.

The guaranteed minimum will be ten percent (10%) of the estimated dollar value per contract period. In the event that any option period(s) are not exercised, such periods will not be included in the calculation of the guaranteed minimum.

The solicitation refers to the total value of the acquisition in order to determine the maximum dollar value of the acquisition, not discriminating between the two zones. Will the guaranteed minimum be calculated per contract period and per zone individually? In other words, if one of the 2 zones does not reach the 10% minimum guaranteed, but the other does and the total of the 2 zones is above the minimum, is the first PV allowed to claim the difference to the minimum?

**DLA Troop Support Response: Guaranteed minimum is 10% of the estimate per zone.**

61. Referring to page 112 demurrage costs

There seems to be a duplication at point 4 of chapter SOW- DESCRIPTION AND SPECIFICATIONS:

“Demurrage costs will start accruing after 4 hours and these costs shall not exceed \$ 25 dollars per hour with a maximum of \$ 400.00 per day. The T-AFS will absorb all customs fees and any demurrage costs associated with offloading delays except when such delays are prime vendor/contractor caused.

Demurrage costs will start accruing after 4 hours and these costs shall not exceed \$25 dollars per hour with a maximum of \$400.00 per day per truck. Customers will absorb demurrage costs associated with offloading delays except when such delays are prime vendor/contractor caused.”

Please clarify the above.

**DLA Troop Support Response: Offerors can ignore the duplicate sentence.**

62. Referring to page 113: shelf life and pack date

“Acceptance of supplies awarded under this solicitation will be limited to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period. For annual pack items, including seasonal items, products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer.”

Typically for items with long shelf life, the industry standard is to have ample availability of previous year pack together with the current year pack. It goes without saying that primary objective of the producers is to phase out the old production, before selling the new one. Especially when small quantities are purchased, the access to the latest pack is firmly denied. Limiting the acceptance of supplies to product processed and packed from the latest seasonal and/or latest pack available during the specific annual contract period, will expose the customer and the PV to unnecessary NIS.

The expiration date indicated by the manufacturer is guidance about the wholesomeness of the product, therefore the latest pack requirement seems to excessively limit the procurement of the items and don't represent industry standards. Consequently, is DLA Troop Support willing to remove it from the article?

**DLA Troop Support Response: This requirement is necessary due to the nature of the overall contractual requirement. DLA Troop Support is not willing to remove it.**

63. Referring to page 114 shelf life deliverable

“ For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer’s original shelf life remaining unless the customer grants prior written approval to the contracting officer who will in turn notify the SPV”.

If an item has 100 days of shelf life, it is realistic to consider that the product will be atleast 15 days old when it sails from CONUS. As indicated in the solicitation, the expected pipeline is 49 days. It takes up to 10 days to reach come of customer’s delivery points and the product must have at least 30 days of shelf life remaining, therefore;

100 (total shelf life of the product)

-15 (aging in CONUS)

-49 (pipeline)

-10 (transportation time)

-30 (shelf life requirement)

= -4

This means that the product will be undeliverable upon receipt in the PV’s warehouse!!

**DLA Troop Support Response:** There are some exceptions to the Berry Amendment as identified on page 60-61 that allow for some items to be procured locally. Beyond that it is the offeror’s responsibility to source items that meet the shelf life requirements.

64. Referring to page 127 labeling requirements

Please confirm that the following fields: DoD Stock Number, Item Nomenclature, Funding Information Code (FIC), Case Weight, Case Cube, Bar Code, Unit Pack, Lot Number, Unit of Issue, Date of Pack, Quantity, “Best When Used By” date, “Sell By”date, date of processing/pasteurization, or similar marking indicating the end of guaranteed freshness date, such as (see enclosed sample label), are mandatory label elements for navy ships customers only, while for land base customers, the label can be omitted if open code dates (DOP and Best When Use By Date or Sell By Date) are readable on the box.

**DLA Troop Support Response:** Yes, this is accurate.

65. Referring to page 135 & 138 TAVR

At pg 135 the solicitation reads:

“At 60 days after award, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse.”

At pg 138 “The prime vendor must submit its first Total Asset Visibility (TAV) Report to the Contracting Officer within 120 days after award. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse(s).”

Please clarify if the first TAVR is due 60 or 120 days after contract award.

**DLA Troop Support Response: First TAVR is due 60 days after contract award.**

66. Reference page 105 section A. What form does the Government require Joint Total Asset Visibility with respect to timely and accurate information on the location, movement, status and identification of units and supplies?

**DLA Troop Support Response: Spreadsheet format is acceptable.**

67. Referring to page 142 fill rate exceptions

Please explain why the following exceptions are not applicable OCONUS:

E – Newly Cataloged Item/Insufficient Time for Vendor to Procure\*\*

F – Low Shelf Life Item. Frequent Restocking Required\*\*

J – Special Order Item\*\*

These seem reasons particularly valid for a PV located outside of the US.

**DLA Troop Support Response: These codes only apply to CONUS.**

68. Your example on page 141 (#8), should the weighted average be based on 6 cases ordered/8 cases accepted and equate to a 75% average fill rate?

**DLA Troop Support Response: Please again refer to page 141, the calculation shown is accurate.**

69. What happens if 97% fill rate threshold is not met?

DLA Troop Support Response: Poor CPARS and past performance reviews, which could impact a contractor's chances of winning future Government awards. Additionally, if fill rates are consistently below the required amount the contract could be terminated for cause.

70. Referring to page 61 C. Local Market Ready Type Items

Can items sourced from non CENTCOM listed local vendors be offered?

DLA Troop Support Response: Yes, but these would still have to be from a source that has been approved by VETCOM.

71. Are there VETCOM personnel located in each country for approval?

DLA Troop Support Response: Not necessarily, but if need be arrangements for inspections will be made.

72. Please, provide me with a list of CENTCOM approved sources for the countries of operation and some neighboring countries: Bahrain, Qatar, Saudi Arabia, UAE, Oman, Djibouti, Kenya, Kuwait, Jordan, Lebanon.

DLA Troop Support Response: Special registration is required to view the CENTCOM listing. All other listings--CONUS, Europe, Far East, are "open". Using the link <http://vetcom.amedd.army.mil/food.html>, you can access the open lists by clicking on "Sanitarily Approved Food Establishments."

73. Referring to page 135. I. Contractor Accountability

Please confirm that the word "insure" should read "ensure".

DLA Troop Support Response: Yes, the word should read as ensure.

74. Referring to page 136 IV. Delivery Instructions. C.

Can Bidders be provided with current and projected feeding strengths in terms of numbers of service personnel for each Customer named in Zones 1 and 2.

DLA Troop Support Response: No, that information is not available.

75. Referring to page 137 of 240) IV. Delivery Instructions. J. Delivery Points

Is there a Customer Database, providing details of customer names and addresses, points of contact, access restrictions etc. available to Bidders.

**DLA Troop Support Response: No, that information is not available prior to award.**

76. Does the Government anticipate a pre-proposal conference? If so, can the Government advise approximate time and venue?

**DLA Troop Support Response: No, at this time a pre-proposal conference is not anticipated.**

77. Reference page 78, does the Government's estimated 4,000 and 5,500 pallet positions for Zones 1 and 2 respectively, meet the 60 days of supply for the product required in the Solicitation?

**DLA Troop Support Response: Yes, for PV product.**

78. Reference page 63. How many total warehouses for Zone 1 and Zone 2, respectively, are currently being operated by the incumbent(s) for this contract?

**DLA Troop Support Response: This information is considered proprietary and is not available.**

79. Does the 60-day stock requirement need to be maintained in each respective country or can the stock be maintained at a regional location? Request clarification

**DLA Troop Support Response: The stock does not need to be specifically maintained in each respective country. However, the offeror will need to account for required delivery lead times when establishing their proposal and selecting warehouse locations.**

80. The solicitation currently does not allow prem dist fee in Oman and Riyadh. Does this mean that we are expected to have OCONUS facility in these locations? If yes, does DTS system deliver containers to these locations?

**DLA Troop Support Response: No, facilities in these locations are not specifically required. It is the offerors' choice where warehouses should be located to meet delivery requirements.**

81. Reference page 73 section D. USTRANSCOM is responsible for all customs clearance from the point of debarkation through to the PV OCONUS facility. Can the Government please explain its intent in the text, "The contractor shall be responsible for managing the flow of containers from the port through the warehouse and into the theater."?

**DLA Troop Support Response: Other than clearing containers, USTRANSCOM is responsible for customs clearance from the point of debarkation.**

82. Does the Government have any throughput estimates on Direct Ship Support? If not, can the Government provide historical direct ship support throughput?

**DLA Troop Support Response: That information is not available.**

83. Of the 51% expected requirement for UAE and Oman, can the Government further describe the estimated volumes individually for both UAE and Oman, respectively?

**DLA Troop Support Response:**

Zone 1

Qatar: 77%

Saudi Arabia: 3%

Bahrain: 20%

Zone 2

UAE: 48%

Oman: 3%

Djibouti: 47%

Kenya: 2%

84. What is the specific Period of Performance for each of the countries?

**DLA Troop Support Response: 24 months base and two 18 month options each.**

85. What constitutes a National Commercial Price? How are we to determine which manufacturer/supplier is considered a NCP and what will we need from the manufacturer/supplier proving such?

**DLA Troop Support Response:** A national commercial price refers to when manufacturers sell their product solely with delivered prices. As stated in the solicitation, a national commercial price is a CONUS-based manufacturer's pricing which is inclusive of transportation costs to a Distribution Point. If a manufacturer offers FOB origin pricing then that manufacturer does not qualify for this exception. To prove that a manufacturer only offers national pricing, documentation from the manufacturer will be required from them stating that they offer only national delivered prices to all customers.

86. You mentioned in the solicitation that one (1) CSR should be present in each OCONUS warehouse region. Does this requirement hold true for the dedicated DTS you require as well or will cross training the CSR be acceptable?

**DLA Troop Support Response:** This is left to the offerors' discretion.

87. Pg 106 states "Under special circumstances; i.e., special military exercises, F.O.B. Origin terms will apply. In these instances, the Government will accept product at the Prime Vendors CONUS facility (FOB Origin) and a fifty percent reduced distribution price shall be applied. For complete definition of F.O.B. Origin, see FAR Clause, 52.247-29, F.O.B. ORIGIN, which is incorporated into this solicitation by reference. On any F.O.B. origin shipment, the prime vendor must arrange for USDA Inspection and is responsible for associated cost." How did you come up with a 50% reduction in distribution fee? What type of military exercise would lead to such a situation?

**DLA Troop Support Response:** A 50% reduction is our estimate. An example that would lead to such a situation would be if there had been a natural disaster and an order is shipped directly from the manufacturer to the location.

88. Solicitation page 107(actually page 112), Section 6: Fitting Out and Supply Support Assistance Center (FOSSAC)

Question: If the Prime Vendor's responsibility and liability ends upon delivery to the "brow of the ship" where the Government accepts the products delivered; is the Longshore and Harbor Workers' Compensation Act still applicable to this requirement?

**DLA Troop Support Response:** Yes, this is a FAR requirement.



89. Solicitation page 59-60

Question: Will more information and data concerning historical orders to customers located in Zone I and Zone II be released before the offer due date?

**DLA Troop Support Response: No**

90. Reference Instructions to offerors Multiple Offers page 155/156. Please confirm that offerors can submit offers for one or both zones independently and also a combined proposal.

**DLA Troop Support Response: Yes, that is permitted.**

91. In reference to (ii) Factor II – Experience/Past Performance Page 166 of 240A)

1. Provide a brief performance record of your five (5) highest dollar value or most comparable Prime Vendor/ Regular dealer contracts, for the prime contractor and major subcontractors for, the period from the most recent 12 month period preceding the solicitation issue date (the “selected contracts”), whether they are commercial or Government contracts with similar size (85%-100%), and complexity (e.g. dollar value, number of delivery stops, number of delivery orders, etc.) of requirements as those found in this solicitation. Contracts of greater size and complexity will be viewed more favorably, while contracts of smaller size and complexity that found in the this solicitation will be viewed less favorably. Specify which contracts you consider to be the most successful and why. Describe which contracts, if any, you consider to be similar in size and/or complexity to the solicited requirements. Include any problems that you have encountered during the performance of the respective contracts and what steps were taken to resolve the problems, along with their resolutions. Address the following for each of the contracts.

a. The requirement for 5 contracts of similar size and complexity within the past 12 months is very restrictive and aims at maintaining the status quo and restricting qualification to the present PV incumbents. This is the first time DSCP or any government agency restricts the period of past performance to the past 12 months. Please, remove the requirement of 12 months.

**DLA Troop Support Response:**

1. Change to up to five contracts.
2. Contracts that are more recent will be rated more favorably.
3. When measuring size and complexity, the totality of all contracts submitted as well as one larger contract will both be considered.

b. Technical Factor I is more important than Factor II and it is the one factor that determines the level of performance and the understanding the offeror has of the solicitation requirements. It is more complex and can be accurately assessed. The accuracy of evaluating Factor II largely depends on the offeror. . Hence, Factor 1 deserves to be assigned more weight.

**DLA Troop Support Response: The weighting of Factors I and II will not be changed.**

92. Is there a page limit for both the Technical Volume and Business Volumes? If so request clarity on the page limit for each volume.

**DLA Troop Support Response: There is not a page limit**

93. Reference FAR 52.212-1; pg 156. Question: In the event two offerors are found to be equally best-value qualified for both Zones, how will Zones be awarded?

**DLA Troop Support Response: DLA Troop Support Response: If it is necessary, zones will be awarded in the order of size (dollar value). The largest zone will be awarded first then the smaller zone second, i.e. zone 2, and then zone 1.**

94. Reference Attachment 2 Item Schedule Z1. Clarification on “E95 FOR ARMY SUPPORT/BRAND SPECIFIC” Attachment 2 Item Schedule Z1 shows PINK highlights line items as “E95 FOR ARMY SUPPORT/BRAND SPECIFIC”. However no Brands have been provided. VENDOR requests that DLATS disclose the brands required by the Army.

**DLA Troop Support Response: Yes, this will be amended on the schedule of items for zone 1 (attachment 2).**

95. To enable us to provide DLA Troop Support with a competitive bid and one which will not hinder us in the future, the accuracy of the expected volume is extremely important. As a result, can DLA-Troop Support tell us how the volumes in the schedule of items were extrapolated? How do the volumes compare to 2010 forecast and to 2009 and to 2008.

**DLA Troop Support Response: Volumes in the schedule of items were based off of a year’s worth of sales volume for the current contracts covering these regions.**

96. Referring to the Business (Cost/Price) Proposal. Manufacturers are requesting information on award date in order to provide us with valid prices until 30 days after award. What is the realistic award date? Is it December 14th 2010?

In order to provide DLA Troop Support with a competitive bid, bidders will have to submit 1960 different quotes (for both zones). As a result, the current deadline is extremely short and it is unlikely that bidders will be able to get all the quotes from manufacturers in this short time. Is DLA Troop Support prepared to extend the deadline by 60-90 days?

**DLA Troop Support Response: According to the ADDENDUM TO FAR 52.212-1 of the solicitation, award prices will represent a fixed price for all items for a minimum of 30 days. Offerors should account for this risk when submitting their proposals.**

97. Referring to page 176 product's pack size in schedule of items  
Please indicate the column of the schedule of items where the PV should; indicate "(2)  
Pack size such as weight, number of units relative to the Quote or Invoice Product Price  
and the Government Unit of Issue".

**DLA Troop Support Response: This is not a requirement to enter this information in the schedule of items. This reference will be amended.**

98. Referring to schedule of items UOI for zone 1 & 2  
The following items show a GOV UOI in zone 1 that is different from the one showed for zone 2. As a  
result, please confirm the GOV UOI for the items and zones listed below.

	zone 1	zone 2
	gov u/i	gov u/i
892001E096671 COOKIE DOUGH, CHOC CHIP, PRE-CUT, FZN, 240/1.33 OZ EA		CS CO
892001E096674 COOKIE DOUGH, OATMEAL RAISIN, PRE-CUT, FZN, 240/1.33 OZ EA		CS CO
894501E590547 MARGARINE, 600/5 GM PG		CS CO
731001E082529 STOCK POTS W/COVER, 12 QT W/LID AND 20 QT W/LID EA	CS	
897001E614461 MEAL KIT, SELF HEATING, ASSORTED, COMPLETE, MO150, 15 PER	CS	CO EA

**DLA Troop Support Response: Correct Unit of Issue per item is as follows;**

892001E096671 COOKIE DOUGH, CHOC CHIP, PRE-CUT, FZN, 240/1.33 OZ EA = CS  
892001E096674 COOKIE DOUGH, OATMEAL RAISIN, PRE-CUT, FZN, 240/1.33 OZ EA = CS  
894501E590547 MARGARINE, 600/5 GM PG = CS  
731001E082529 STOCK POTS W/COVER, 12 QT W/LID AND 20 QT W/LID = EA  
897001E614461 MEAL KIT, SELF HEATING, ASSORTED, COMPLETE, MO150, 15 PER CS = CO

99. Referring to the MLL and schedule of items

Please confirm that, although part of the MLL some MLL items are not required for Zone 1;

**DLA Troop Support Response: The schedule of items is for evaluation purposes only and does not reflect the full catalog of items.**

100. Referring to the MLL and schedule of items

Please confirm that, although part of the MLL the some MLL items are not required for zone 2:

**DLA Troop Support Response: The schedule of items is for evaluation purposes only and does not reflect the full catalog of items.**

101. At page 178 of solicitation SPM300-11-R-0005, clause F of Addendum to FAR 52.212-1 requires the quotes to be dated not earlier than 45 days prior to the date specified for receipt of offers (December 14th 2010).

In the event that DLA deemed necessary a postponement of the term for presenting the offers, will the 45 days rule apply to the new term or to the initial one?

In other words: the solicitation imposes the offerors to collect the 2044 (zone 1 and zone 2 combined) line items quotes within 45 days from the date specified for receipt of offers. We just want to be sure that our efforts will not be frustrated if, an amendment to the solicitation postponed the term for submitting the offers.

Since the answers to the above and to the questions submitted on October 26th will have a critical impact in the preparation of our proposal, is it possible to know when you expect to issue the amendment to address the questions received?

**DLA Troop Support Response: In the event that DLA deemed necessary a postponement of the term for presenting the offers, the 45 days rule will apply to the new term.**

102. Pg 178 states, "All offered product prices must be substantiated with two copies of the manufacturer or grower's quote or invoice for each item in the Schedule of Items (attachment 2 and 4)". Is this two copies for each book or one copy each for two books?

**DLA Troop Support Response: One copy each for two books, so you would have two copies of each binder listed below that contains one copy of each required invoice.**

a. Zone 1

i. Binder #1 Invoices For Items (1 – 200)

ii. Binder #2 Invoices For Items (201 – 400)

iii. Binder #3 Invoices For Items (401 – 600)

iv. Binder #4 Invoices For Items (601 – 800)

v. Binder #5 Invoices For Items (801 – 1000)

vi. Binder #6 Invoices For Items (1001 – 1200)

vii. Binder #7 Invoices For Items (1201 – 1400)

viii. Binder #8 Invoices For Items (1401 – 1549)

b. Zone 2

i. Binder #1 Invoices For Items (1 – 200)

ii. Binder #2 Invoices For Items (201 – 400)

iii. Binder #3 Invoices For Items (401 – 600)

iv. Binder #4 Invoices For Items (601 – 800)

v. Binder #5 Invoices For Items (801 – 1000)

vi. Binder #6 Invoices For Items (1001 – 1214)

103. If we are required to utilize grower/manufacturer invoices, will companies with brands listed on the schedule of items (i.e. Imperial Sales) be providing invoices from their manufacturer or will they be providing their own invoices (which then would not be compliant with the requirement stated in the solicitation).

**DLA Troop Support Response:** As long as NAPA holders like imperial sales are quoting on their private label items, then the Government will accept that NAPA holder's invoice.

104. Base period is defined as 24 months in the solicitation. However, the formula to arrive at base period quantity (column F in attachment-2 and attachment-4) uses “21”. Namely, the annual estimated quantity is entered in column AA of the attachments. The formula in column-F divides the quantity in column AA with 12 and then multiplies it with 21 instead of 24. Please confirm if this will be corrected and a new spreadsheet with attachments 2 & 4 will be issued.

**DLA Troop Support Response:** While average monthly sales may vary, the estimates for the base period were developed to account for orders not being placed during the 105 day implementation period. The option numbers do not include an implementation period.

105. Solicitation page 159, Section iii:

Question: Is it required that the offeror submit a copy of either a quote or invoice for every item?

**DLA Troop Support Response:** Yes two copies actually.

106. Solicitation page 125, Section X: Brand Name Items Question: Will you please clarify if the offeror is required to price the Brand Name item if it is marked under the NAPA column in the Attachment spreadsheet or if it is up to the offerers' discretion to price the item based on added value to the customer?

**DLA Troop Support Response:** Offerors are required to price the NAPA item as identified in the schedule of items.

107. Will there be a pre-proposal conference? If so, when?

**DLA Troop Support Response:** There is no conference scheduled at this time.

108. Given the volatility in currency markets, does the Government acknowledge gains or losses in currency conversions a risk assumed by the contractor?

**DLA Troop Support Response:** Yes, offerors should consider the risk of currency fluctuation in their fixed distribution prices.

109. Referring to page 153 and the schedule of items and minimum quantity According to point J at page 153:

“Monthly Slow Moving Item Report: The report should list underperforming (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must also include all items with 30, 60, and 90 days of remaining shelf life”. However there are items listed on the schedule of items where the estimated quantity demand indicates that the above mentioned minimum will not be reached.

**DLA Troop Support Response:** The schedule of items is provided to be a representative sample of sales for each zone, but is provided only as an estimate and to be used for evaluation purposes. Items not meeting a monthly 10 case order minimum will be addressed as a post-award administration issue by the awardee(s) once catalogs are in place.