

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		26

2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 3/20/2017	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE30017R0013
	(X)	9B. DATED <i>(SEE ITEM 11)</i> 2016 DEC 02
	()	10A. MODIFICATION OF CONTRACT/ORDER NO.
	()	10B. DATED <i>(SEE ITEM 13)</i>
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 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 APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation date, etc.)</i> 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 <i>(Specify type of modification and authority)</i>

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

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

See Attached Continuation Sheet(s).

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

SECTION I - Solicitation Amendment

1. Texas/Oklahoma, page 7, number 4 is deleted and replaced with the following:

Prepare and return 3 copies of the Non-Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Word file)

Prepare and return 3 copies of the Business Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately.)

2. Texas/Oklahoma, page 7, number 6 is deleted and replaced with the following:

Submit the Business Proposal on the formatted spreadsheets in accordance with the instructions in the solicitation (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately).

3. Texas/Oklahoma solicitation, pages 30-32, II. PACKAGING AND LABELING/MARKING, delete and replace with the following:

II. PACKAGING AND LABELING/MARKING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under (See below, paragraph, II. L.). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding by any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

B. Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

C. All ground beef items are required to have the fat/lean ratio declared on the label (for example, 85% lean, 90% lean). Any ground beef product not declaring the fat/lean ratio will not be acceptable.

D. Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting all units. Meats, poultry, and seafood should be vacuum packed when practicable. In all instances, the packaging must protect the product from freezer burn and contamination.

E. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN" for frozen items, "KEEP REFRIGERATED" for chilled items, etc. shall be used on all cases when appropriate.

F. Chill and freeze products must be shipped in refrigerated (Reefer) Vans and appropriately separated per temperature requirements.

G. To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

H. Any product that is not labeled with the name and address of the manufacturing establishment must include accompanying shipment documentation that identifies the name and address of the actual manufacturer.

I. CODE DATES: All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred but code dating is acceptable. Contractors that do not use open dating shall provide a product code number key to the Account Manager and each customer facility. This product code key is

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to be issued to each customer as well as the DLA TROOP SUPPORT Account Manager on or before first delivery. Changes to the book are to be made as necessary. It is highly recommended that the Contractor review and update this book on a quarterly basis. Items other than semi-perishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, Best If Used By date, or similar markings.

J. TRACEABILITY REQUIREMENTS FOR CONTRACTORS OR CONTRACTOR'S SUPPLIERS RE-PACKAGING AND RE-LABELING PRODUCTS

If the Contractor removes the item from the manufacturer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace the item back to the original producer/packer in case of a hazardous food recall or an item is rated Red/Critical during a DLA TROOP SUPPORT audit. The Contractor shall maintain or request from their suppliers documentation/certificates containing the following information: item nomenclature, name and number of establishment/vessel, location, country of origin, date of production/pack (DOP), lot number, etc.

If processing/production/packaging of the item occurred in more than one establishment/vessel, documentation for each item must also be maintained/provided. These records must maintain traceability of the item to the extent that a lot number/DOP/Code Date of an item can be traced back to the original manufacturers/producers of an end item. The manufacturer/producer and/or the Contractor's item label shall clearly identify the item(s) shelf life information (using an open code date) on the exterior of each case. In addition, the Contractor must maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Contractor must be able to show/provide DLA TROOP SUPPORT-FTSB's Quality Auditors the documentation for samples selected during Prime Vendor Product Quality Audits or unannounced Quality Systems Management Visits (QSMVs). It is the Contractor's responsibility to notify and ensure their suppliers understand and comply with this requirement.

The above requirements are necessary in the event of a food recall (i.e., ALFOODACT) of potentially hazardous products when a recall is issued by a Regulatory Agency and for the Contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA TROOP SUPPORT audit. The above requirements serve two main purposes: (1) to protect DLA TROOP SUPPORT's customers and expeditiously notify them in case of accidental or intentional tempering/contamination, and/or to prevent consumption of unsafe/hazardous products; and (2) to maintain traceability of re-packaged/re-labeled items in order to verify country of origin, approved source requirement during the shelf life cycle of the item in Contractor storage, and the customer's receipt/storage of the item in order to expedite the recall process for all suspected items intended for DLA TROOP SUPPORT's customers.

K. All Contractor shipments must be palletized in accordance with good commercial practices. Standard size: 40 x 48 inch pallet, but no higher than 60 inches is acceptable. The Contractor is responsible for the purchase of all pallets. Pallet retrieval and all associated costs shall be the responsibility of the Contractor. Cases are to be stacked according to industry standards, but are to be skillfully built to allow the receiver to out-check/in-check all items on that pallet. Additionally, fragile cases must not have cases above them, but can have them beneath. For example, eggs are not to be packed with cases over these items.

L. FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT

(a) The Contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.

(3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The Government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the Government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the Contractor of breach of this warranty, the Government may, at its election:

(1) Retain all or part of the supplies and recover from the Contractor, or deduct from the contract price, a sum the Government determines to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the Contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at Government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

4. Texas/Oklahoma solicitation, page 34, IV. QUALITY ASSURANCE, 1. Contractor's Quality Assurance Program, paragraph B., delete and replace with the following:

B. The Contractor shall maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. Wholesome product by veterinary standards
3. The usage of First-Expired, First-Out (FEFO) is preferred; then First-In, First-Out (FIFO)
4. Product shelf life managed and monitored (by date of pack/production of the item);
5. Items are free of damage;
6. Correct items and quantities are selected and delivered;
7. Ensure requirements of the Berry Amendment are met;
8. Customer satisfaction is monitored;
9. Product discrepancies and complaints are resolved and corrective and preventive action is initiated;
10. Manufacturer, FDA, or DoD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT;
11. Compliance with EPA and OSHA requirements;
12. Compliance with FSMA (Food Safety Modernization Act) requirements;
13. Distressed or salvaged items or products shall not be used;
14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

15. Hazard Analysis and Critical Control Point (HAACP), if applicable;
16. Commercial standards are used to maintain temperatures appropriate for individual items.

5. Texas/Oklahoma solicitation, page 35, IV. QUALITY ASSURANCE, 1. Contractor's Quality Assurance Program, Paragraphs D and E are hereby added:

D. All products shall be properly managed by the Prime Vendor to avoid the expiration of product. The Prime Vendor will bear all risk, including associated costs, with product expiration. The Government will not be liable for any expired product costs under this contract.

E. It is the policy of the Federal Government to encourage responsible uses of medically important antibiotics in the meat and poultry supply chain by supporting the emerging market for meat and poultry that has been produced according to responsible antibiotic-use policies, defined as those policies under which meat and poultry producers use medically important antibiotics only under veterinary oversight and only when needed to prevent, control, and treat disease - but not for growth promotion. This policy is expected to be in place in 2020; however, offerors are strongly encouraged to begin adopting responsible antibiotic-use policies prior to this date. More information about this policy can be found at <https://www.whitehouse.gov/the-press-office/2015/06/02/fact-sheet-over-150-animal-and-health-stakeholders-join-white-house-effo>

6. Texas/Oklahoma solicitation, pages 35-36, IV. QUALITY ASSURANCE, 2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS, paragraph A., subparagraph 4, delete and replace with the following:

4. PRODUCT QUALITY FOR FRESH FRUITS AND VEGETABLES

i. Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). All products shall be identified with readable open code such as "Best-Used-by- Date," "Sell-by-Date," date of production, or similar marking indicating the end of the guaranteed freshness date.

ii. For Fresh-Cut Fresh Fruits and Vegetables/Ready-to-Eat Salads/Cole Slaw/etc: Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with at least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14-days, the Contracting Officer must be notified in advance and approve shelf life. Any deviation for these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.

7. Texas/Oklahoma solicitation, page 36, IV. QUALITY ASSURANCE, 2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS, paragraph D., delete and replace with the following:

D. It is NOT DLA Troop Support's policy to grant shelf life extensions for SPV CONUS contracts.

8. Texas/Oklahoma solicitation, pages 36-37, IV. QUALITY ASSURANCE, 2. PRODUCT QUALITY & SHELF LIFE REQUIREMENTS, paragraph E. 2., delete and replace with the following:

2. When designating an item as a match for the DOD item in the Market Basket listed in the solicitation, the item must be:

- a. Identical in respect to packaging when the DoD unit of issue is not described by weights (e.g. pound or ounce).
- b. Identical for portion/package size and units per pack.
- c. Equivalent in respect to grade or fabrication.
- d. Commercial standards should be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.

9. Texas/Oklahoma solicitation, page 38, IV. QUALITY ASSURANCE, 6. FOOD DEFENSE, paragraph D., delete and replace with the following:

D. Accordingly, a revised Food Defense Plan will be evaluated to ensure compliance with the DLA Troop Support Food Defense Checklist (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist go to http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch at 215-737-8656. DLA Troop Support-FTSB will conduct Food Defense Audits/reviews during Prime Vendor Product Quality Audits, Unannounced Quality Systems Management Visits and/or other visits to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan. Firms should include specific security measures relating to but not limited to the following areas:

1. FDA Registration
2. Employee Identification
3. Background checks where applicable
4. Control of access to plant facility, gates and doors at the facility
5. Cyber Security
6. Training and security awareness
7. Product Integrity
8. Transportation Security

NOTE: If more than one facility will be used to store or distribute product this must be clearly indicated in the Non-Price Proposal, and a separate Food Defense Plan for each facility must be submitted.

10. Texas/Oklahoma solicitation, page 43, IV. QUALITY ASSURANCE, 9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 1. Basic Audits, subparagraphs a. and c., delete and replace with the following:

a. The DLA TROOP SUPPORT Prime Vendor Product Quality Audit Program, covering all Food Classes within the Contractor's catalog (Meat, Poultry, Seafood and Processed Products, and other items, "Miscellaneous" as deemed appropriate) functions as a Service and Quality Assurance check for our DoD customers to ensure the war fighters are receiving products of an optimum quality level. The audit objectives are to ensure:

- i. Contractor adherence to contract requirements
- ii. The quality level of the materials supplied is satisfactory and uniform throughout the DLA TROOP SUPPORT-FT Prime Vendor Regions.
- iii. There is no product misrepresentation or unapproved substitution.

c. The Contractor will undergo an audit at least once per contract period. The audits are conducted as a product cutting. The cost of one Food Audit is estimated at \$11,000.00 (for product cost only). The Contractor will provide samples of catalog items chosen by the government at a cost of up to \$11,000.00 per audit. In addition to this amount, if a Produce Quality Audit is performed the Contractor will also provide produce sample items at a cost of up to \$1,500. The Contractor is required to provide the following support to the DLA Troop Support Audit Team: personnel and equipment to select, separate, move, and discard audit samples and to monitor thawing of some products before and during the audit. The Contractor is hereby notified that the DLA Troop Support Audit Team may take digital pictures during the audit. Additional cost may be incurred by the Contractor if their facility does not have a facility/kitchen or the equipment needed to perform the audit. For additional costs associated with Follow Up Audit/QSMV due to prior audit/QSMV failure, see paragraph 6 below ("Follow Up Audits").

NOTES:

- (1) Since there is no destructive sampling performed during a QSMV, there are no anticipated product costs associated with QSMVs. The Prime Vendor will, however, be responsible for any such costs.
- (2) The Government reserves the right to conduct an unannounced QSMV in lieu of an initial audit or other audit during contract performance if deemed in the best interest of the Government.

11. Texas/Oklahoma solicitation, pages 43-44, IV. QUALITY ASSURANCE, 9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 2. Audit Process, subparagraphs a and d., delete and replace with the following:

a. The Contractor will be given advance notice of no more than sixty (60) calendar days of an impending audit. Effective upon receipt of the notification, the Contractor will not change or delete items from the contract catalog without first receiving written permission from the Contracting Officer to delete the item(s). The Government reserves the right to conduct unannounced food audits or QSMV.

d. Upon arrival at the Contractor's facility (day one), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits, and conduct a compliance evaluation of the contractors approved Food Defense Plan.

12. Texas/Oklahoma solicitation, pages 46-47, IV. QUALITY ASSURANCE, 9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 3. Prime Vendor Audit Preparation, subparagraph "(s)" is deleted.

13. Texas/Oklahoma solicitation, pages 47-48, IV. QUALITY ASSURANCE, 9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 4. Sample List/Selection of Samples, delete and replace with the following:

4. Sample List/Selection of Samples

The Lead Auditor will provide a list of sample items upon arrival at the Contractor's facility. Two samples for each item will be selected. A pick list/picker stickers, six-month velocity or usage report, and an on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples will require tempering/thawing. An area will need to be provided for the sample tempering process with a capacity for at least 10 or more single layer pallets side by side. In order to rapidly temper these items, the warmest area at the facility will be needed. Upon tempering the items will need to be placed in a chilled environment. All samples must be stored in controlled conditions to protect from abuse or tampering. Samples of product may be sent for lab testing to ascertain wholesomeness and safety of a product if determination cannot be made by normal inspection/observation during the audit (food safety issues such as wholesomeness, foreign material, contamination or adulteration, etc.). The meat audit items (approx.13-20) will be primarily Center of the Plate -Beef and Pork- Steaks, Roasts, Chops, Diced, and Ground items. Ground Beef Bulk and Patties may be sent to the USDA laboratory for Analytical testing- Fat only. The Contractor will need to arrange for the shipping of the samples approximately 4 ounces, except in OCONUS areas where prohibition exists or it is impractical. The seafood items (approx. 13-20) will consist of Fish - Portions, Sticks, Fillets, and Steaks, Shrimp, Lobster, Crab, Clam, Oyster, and Crawfish. Poultry items (approx. 13-20) will also be center of the plate items. Processed Products Fruit and Vegetable will consist of approximately 13-20 Items. Miscellaneous item (others) will consist of approximately 13-20 items. Since the DLA TROOP SUPPORT Prime Vendor Product Quality Audit covers all Food Classes within the catalog (Meat, Poultry, Seafood, Processed Products, and other items, "Miscellaneous" as deemed appropriate), samples of "other" items may be selected to make-up the number of samples required for a commodity when the Contractor's Catalog lists a limited number of items for one or more of the major commodities. A combined rating score will be assigned during the audit (e.g., Seafood/Other).

NOTE: Certification/Documentation - To avoid delays/questions during the audit, the Contractor should ensure that ALL products intended for DLA TROOP SUPPORT's customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFAR or authorized by the Contracting Officer). The Contractor should obtain and have the following certifications/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance with the following: All Seafood items are required to originate from an approved domestic source; processed fruits and vegetables are required to be from the latest seasonal pack

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(crop year) available, so be prepared to provide seasonal pack/crop year information for samples selected; and any item on the list that is required to be certified must be available for review.

14. Texas/Oklahoma solicitation, page 48, IV. QUALITY ASSURANCE, 9. PRIME VENDOR QUALITY SYSTEMS MANAGEMENT VISITS AND AUDITS, paragraph B. 5. Audit Results, delete and replace with the following:

5. Audit Results

The audit results are performance indicators that will be used in conjunction with a firm's past performance. DLA TROOP SUPPORT considers 85% acceptability for each category (Meats, Poultry, Seafood, Processed Products, and other "Miscellaneous" items,) as the minimum standard for acceptable performance. The Contractor will be given a report on each product reviewed. It will be the Contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

15. Texas/Oklahoma solicitation, pages 49-50, V. ORDERING and DELIVERIES & PERFORMANCE, 1. START-UP / IMPLEMENTATION PERIOD, paragraph B., delete and replace with the following:

B. The new contractor's 90-day start-up period is defined as the timeframe which begins immediately after award and ends as the first order is placed. Within this timeframe the new contractor shall be fully operational to support all customers listed in this solicitation. The start-up/implementation period is the period in which the contractor shall, at a minimum: a) source and add the balance of the required catalog items at prices determined to be fair and reasonable by the contracting officers and provide supporting documentation such as invoices, specifications, and labels; b) complete its ability to fully execute all EDI transactions and interact with STORES; and c) fully populate its complete electronic catalog for customer support. The complete electronic catalog must be submitted via 832 transaction at least 30 days prior to the first order date. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within ten (10) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions (and testing), for all customers covered by this solicitation. An additional 80 days may be granted for complete implementation. At a minimum, the following milestones for implementation will be met by the contractor.

Provide implementation plan: within 10 days of contract award
Post award conference: within 20 days of contract award
Visit customers/catalog scrub: within 30 days of contract award
Submit a complete 832 transaction: 60 days after contract award
Receive first order: 90 days after contract award

16. Texas/Oklahoma solicitation, page 51, 3. Emergency/Same Day Order, Paragraphs A. and B. are deleted and replaced with the following:

A. The Contractor shall fulfill emergency orders, i.e. orders for same-day delivery, as needed. Upon receipt, the Contractor will confirm the validity of the order. The Contractor is responsible for providing the ordering facilities with the name of the Contractor representative responsible for notification of receipt and handling of such emergency service and his/her work and cell phone number.

B. The time emergency orders must be placed for same-day delivery will be 10:00 a.m. local time. Emergency orders may be changed/cancelled no later than 12:00 p.m. (noon) local time. The Contractor will take all actions to deliver the same day as required.

17. Texas/Oklahoma solicitation, page 55, 7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR SUBSTITUTIONS, Paragraph A. is deleted and replaced with the following:

A. A separate STORES order must be placed by the customer for all substitution/replacement items. This

order must be placed by 3:00 pm Local Time on the day prior to the required delivery date.

18. Texas/Oklahoma solicitation, paged 76-77, I. GENERAL INFORMATION, paragraph B, WRITTEN VOLUME/TITLE/NO. OF COPIES, is corrected to read:

I. Non-Price Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Word file)

II. Business Proposal (1 printed copy and 1 CD that contains both documents, a locked PDF file and an editable Microsoft Excel file. For the printed copy, each tab of the spreadsheet should be printed separately.)

19. Texas/Oklahoma solicitation, pages 81-82, FACTOR V - SMALL BUSINESS EFFORT, Paragraph A. Extent of Participation, delete and replace as follows:

A. Both large and small business offerors must indicate what portion of the proposal will be sourced from both Large Business (LB) and Small Business (SB). Under the portion to be sourced from Small Business, each subcategory (i.e, Small Business, Small Disadvantaged Business (SDB), Women- Owned Small Business (WOSB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), and HUBZone Small Business (HZSB) concerns) must address goals in terms of percentages and total dollars. This information must be provided for the base and option periods.

See FAR 2.101 and FAR 19.102 for small business definitions size standards.

The percentages shall be formulated using the total to be sourced (i.e., both large and small business total dollars) as the divisor. The offeror must describe the proposed SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns' participation in the performance of this contract at the product supplier levels.

These figures shall pertain to the proposed acquisition only. These figures shall represent what percentage/dollar value of products are to be supplied under this contract by a SB, SDB, WOSB, VOSB, SDVOSB, and HZSB manufacturer, grower, or private label holder.

The Prime Vendor will obtain at least 21.26% of the supplies for proposed contract from all SB firms (vs. LB firms). Within the subcategories, the Prime Vendor will obtain the minimum percentage for the following goals: 4.26% from SB; 5% from SDB; 5% from WOSB; 3% from SDVOSB firms; 3% from HZSB firms and 1% from VOSB firms

NOTE: If more than one facility will be used to store or distribute product, this must be clearly indicated in the Non-Price Proposal for this factor, and the information requested above must be submitted for each entity.

Example and Format. The following is the preferred format for the submission of small business data.

	Dollars	Percent
Total Contract Price:	\$1,000,000.00	100.00%
Total to be Sourced from Large Business:	\$787,400.00	78.74%
Total to be Sourced from Small Business:	\$212,600.00	21.26%
SB:	\$42,600.00	4.26%
SDB:	\$50,000.00	5.00%
WOSB:	\$50,000.00	5.00%
SDVOSB:	\$30,000.00	3.00%
HZSB:	\$30,000.00	3.00%
VOSB:	\$10,000.00	1.00%

Notes:

1) When calculating figures for the chart above, the business size of the manufacturer, grower, private label holder is to be considered, NOT the business size of the broker/agent that may have supplied the product to

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the Prime Vendor.

2) Performance on prior contracts in sourcing and assisting SB, SDB, VOSB, SDVOSB, WOSB or HUBZone firms will be part of past performance evaluation.

20. Texas/Oklahoma solicitation, pages 82-83, SECTION B - PAST PERFORMANCE, delete the following:

"The following information is required for all of the contracts or customer accounts submitted during the timeframe from November 1, 2013 through the date that offers must be submitted under this solicitation.

- a. Contracting Agency / Account Name
- b. Contract Number / Account Identifier
- c. Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
- d. Annual Dollar Value
- e. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- f. Average number of line items/SKUs on the contract/catalog
- g. Instances of problems and the actions taken to resolve and preclude recurrence
- h. Any instances of exceptional performance exceeding requirements
- I. Fill Rate without substitutions
- j. Socioeconomic performance (goals and actuals)

Replace with:

The following information is required for all of the contracts or customer accounts submitted during the timeframe from November 1, 2013 through the date that offers must be submitted under this solicitation.

- a. Contracting Agency / Account Name
- b. Contract Number / Account Identifier
- c. Contracting Officer / point(s) of contact, and phone number(s) and email address(es)
- d. Annual Dollar Value
- e. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- f. Average number of line items/SKUs on the contract/catalog
- g. Instances of problems and the actions taken to resolve and preclude recurrence
- h. Any instances of exceptional performance exceeding requirements
- I. Annual Fill Rate without substitutions
- j. Annual Socioeconomic performance (goals and actuals)

21. The Submission Requirements for the BUSINESS PROPOSAL - VOLUME II, Section I, paragraph D3, on page 91 of the Texas/Oklahoma solicitation is hereby deleted and replaced with the following:

D. OTHER PRICING INFO

3. NAPA items must be priced according to the exact NAPA that is listed in the Market Basket, as specified. These are items whose manufacturers have offered the Government a discount under the NAPA Program. Alternate items may be offered, however, alternate brands/items will be reviewed by the Contracting Officer for acceptability. The inclusion of required NAPA items on the initial contract catalogs does not preclude future catalog changes during the life of the contract to add competing products based on added value to the customer.

22. The Submission Requirements for the BUSINESS PROPOSAL - VOLUME II, Section II. SUPPORTING PRODUCT INFORMATION, as revised in Amendment 0004, page 12 of 16, Paragraph B. 3., is hereby added:

B. DLA Troop Support CONUS Subsistence Quote Spreadsheet (NOTE: The Quote Sheet is DLA Troop Support's primary substantiating document.)

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3. For quotes, the manufacturer/grower/private label holder/redistributor will indicate all rebates/discounts/deviations on the quote spreadsheet. The manufacturer is required to sign this spreadsheet. If the offeror is providing additional discounts, they should complete an "additional" quote spreadsheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this "additional" quote spreadsheet.

23. Texas/Oklahoma solicitation, page 102, Section III. EARNED INCOME, is hereby deleted in its entirety.

SECTION II - Solicitation Amendment - Market Basket

1. Attached is the revised Market Basket Items - Price Proposal Spreadsheet. This replaces Attachment 3 - Market Basket Items - Price Proposal Spreadsheet in Amendment 0004.

2. ITEM INFORMATION Tab has been updated; all yellow cells have been unlocked that require offeror input.

3. ITEM PRICING Tab, Column E, Offered Evaluation Units per Case, Item 66, the quantity of 10 was removed and replaced with the formula. The number 10 had been entered in error.

4. ITEM INFORMATION Tab, Column I, Distribution Price Category Number has been updated for the following two items:

- a. Item 80 - Juice Orange, Conc, 4/1, 2/1 GL, BIB, For Disp, changed from 24 now 23
- b. Item 82 - Milk, RF, UHT, Choc, 2%, 27/8 oz co, changed from 25 now 24

5. ITEM INFORMATION Tab, Item 13, Ckn Tenderloins, Brd, Raw, Fzn, Seasoned, Max 12% Sol, 2/5 LB Co has been updated to read Ckn Tenderloins, Whole-Muscle, Brd, Raw, Fzn, Seasoned, Max 12% Sol, 2/5 LB Co. "Whole-Muscle" was added to the description.

Section III - Questions and Answers

The Answers in Section III are provided for clarification purposes only and do not change the solicitation requirements. In the event of any discrepancy between the Answers provided in Section III and the solicitation documents, the solicitation documents will take precedence.

The Answers included in this Section are in response to relevant Questions submitted regarding this solicitation. Please note, some Questions may have been consolidated for convenience and/or revised to remove sensitive, misleading, irrelevant or extraneous information.

1. Question: Define the NAPA timeframe.

Answer: NAPA prices have been included on the revised pricing spreadsheet for the month of February 2017.

2. Question: Confirm that the listed NAPA brands are not required.

Answer: Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE TAB."

3. Question: Texas/Oklahoma solicitation: on page 91, Section D3, Clarify NAPA vs. alternate.

Answer: If offering an exact NAPA item, the offeror must provide the NAPA price. Otherwise, alternate items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. Paragraph D. OTHER PRICING INFO, Paragraph 3 was updated in this amendment.

4. Question: Does the offeror need to use the NAPAs? Is DLA mandating the NAPA items to be used?

Answer: If offering an exact NAPA item, the offeror must provide the NAPA price. Otherwise, alternate items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. Paragraph D. OTHER PRICING INFO, Paragraph 3 was updated in this amendment.

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5. Question: Where there is a NAPA item on a product matching the "Item Description," must offerors bid the NAPA product or do offerors have discretion to offer another, non-NAPA product that also meets the Item Description?

Answer: Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE TAB."

6. Question: If an offeror bids a NAPA product, will DLA include the NAPA allowance as part of evaluating the delivered price of the offered product?

Answer: DLA will deduct the NAPA allowance as part of the evaluation process.

7. Question: The NAPA discount Tab sheet, and price evaluation sheet, does not allow the offeror to include NAPA discounts for vendors that offer NAPA discounts, i.e. for items/firms other than listed. In some instances, an alternate NAPA brand is to be offered and there is not a place to include the discount. In at least one other instance, an item on the market basket has a NAPA but it is not reflecting on the NAPA tab. Please advise how an offeror can provide a NAPA discount for items not included in the NAPA tab or not identified.

Answer: The Government will fill in the NAPA discount in the appropriate column of the pricing spreadsheet. If there are NAPAs that are not listed on the NAPA tab, the offeror must fill in the NAPA discount on the quote or invoice spreadsheet. DLA Troop Support will verify and input this information on the "ITEM PRICING" tab.

8. Question: We have an alternate item we want to propose but it has a NAPA. How are NAPA discounts on alternate items to be reflected since NAPA's are pre-populated for the original items?

Answer: The Government will fill in the NAPA discount in the appropriate column of the pricing spreadsheet. If there are NAPAs that are not listed on the NAPA tab, the offeror must fill in the NAPA discount on the quote or invoice spreadsheet. DLA Troop Support will verify and input this information on the "ITEM PRICING" tab.

9. Question: Who is responsible for completing the NAPA column on the spreadsheet?

Answer: The Government will fill in the NAPA discount in the appropriate column of the pricing spreadsheet. However, the offeror must fill in the NAPA discount on the quote or invoice summary spreadsheet. If the price does not match, DLA Troop Support will verify and make the change.

10. Question: Will DLA be putting in the NAPA discount or should the offeror?

Answer: The Government will fill in the NAPA discount in the appropriate column of the pricing spreadsheet. However, the offeror will fill in the NAPA discount on the quote or invoice summary spreadsheet. If the price does not match, DLA Troop Support will verify and make the change.

11. Question: We have an alternate item we want to propose but it does not have a NAPA discount. However, the market basket item does have a NAPA discount. How do we remove the NAPA discount from the price proposal spreadsheet?

Answer: If the offeror has indicated an alternate item on the price proposal spreadsheet and there is no NAPA discount indicated on the Quote spreadsheet or Invoice Summary spreadsheet, the Government will delete the NAPA discount from the appropriate column(s) of the pricing spreadsheet.

12. The RFP defines "First Military Rebate/Discount/Deviation as "any government or military specific discount, excluding the NAPA discount." Similarly, the Texas/Oklahoma solicitation defines "First Other Rebate/Discount/Deviation" as "any other type of discount [that is not a First Military Rebate/Discount/Deviation] that is intended to be provided to the customers/end users.

If DLA allows offerors to self-deviate, how would the offeror indicate in its proposal that it has offered a self-deviation? For example, in such a situation, the offeror's supporting invoice or quote would be higher than the price offered as deviated. If the offeror offered a lower price than was reflected in its quote or

invoice and completed the Market Basket Items referencing a Rebate/Discount/Deviation and the number of days that the deviation is valid, would that be sufficient to signal a deviation? If that is not sufficient, what commitment or supporting document must the offeror provide to support a self-deviation?

Answer: If the offeror would like to offer another discount(s), you may indicate as follows:

For quotes, the manufacturer/grower/private label holder/redistributor will indicate all rebates/discounts/deviations on the quote spreadsheet. The manufacturer is required to sign this spreadsheet.

If the offeror is providing additional discounts, they should complete an "additional" quote spreadsheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this "additional" quote spreadsheet.

For invoices, the offeror will indicate all rebates/discounts/deviations on the invoice summary spreadsheet and sign.

13. Question: Is DLA adding a tab [to the pricing spreadsheet] for alternate items in spreadsheet?

Answer: A tab has been added to the pricing spreadsheet where information regarding alternate items can be provided in a previous amendment.

14. Question: If the item is an alternate, should offeror include the LSN information in the quote and invoice sheets?

Answer: Offerors should supply the LSN, if applicable.

15. Question: Texas/Oklahoma Solicitation, page 85, paragraph E. Current Brand states: CURRENT BRAND - (Both DLA Troop Support and Offeror fill in) The brand of the item. If the brand is filled in and the block is yellow, this indicates that the customer is currently using this brand, but an alternate brand may be offered. If you are offering an alternate brand, you must enter it."

Answer: This paragraph has been updated, via Amendment 0004, dated 2/23/17, as follows:

E. CURRENT BRAND - (Both DLA Troop Support and Offeror fill in) The brand of the item. If the block is highlighted yellow, the offeror must fill in the brand you are providing. If the block is not highlighted, this indicates that the customer is currently using this brand. If providing an alternate brand/item, see NOTE below.

NOTE: Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE" Tab.

16. Question: Texas/Oklahoma Solicitation, page 85: Is the reference in Column E, titled "Current Brand" only for informational purposes?

Answer: Column E provides the current catalog supplier. Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE" Tab.

17. Question: Texas/Oklahoma Solicitation, page 85, states that for Column E, Current Brand, "If the brand is filled in and the block is yellow, this indicates that the customer is currently using this brand, but an alternate brand may be offered. If you are offering an alternate brand, you must enter it." All the Brands entered in Column E have a white background, not a yellow one, even though other columns are highlighted in yellow. Confirm that offerors may propose items that comply with the Item Description, but which do not match the Current Brand listed in Column E.

Answer: This paragraph has been updated, via Amendment 0004, dated 2/23/17, as follows:

E. CURRENT BRAND - (Both DLA Troop Support and Offeror fill in) The brand of the item. If the block is highlighted yellow, the offeror must fill in the brand you are providing. If the block is not highlighted, this indicates that the customer is currently using this brand. If providing an alternate brand/item, see NOTE below.

NOTE: Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE" Tab.

18. Question: Confirm that DLA will accept all alternatives that meet the Item Description and other requirements of the Solicitation. If DLA will not accept all alternates, on what criteria would it reject an alternate?

Answer: Alternate brands/items may be offered. Alternate brands/items will be reviewed by the Contracting Officer for acceptability. If you are offering an alternate brand/item, leave fields E and F blank and enter the information on the "ALTERNATE" Tab.

19. Question: "ITEM PRICING" Tab cells are protected, and Alternate brand cannot be entered.

Answer: The price proposal spreadsheet has been revised, via Amendment 0004, dated 2/23/17. Entries can be made. Also, an "ALTERNATE" Tab was established.

20. Question: Confirm that the Solicitation does not include any evaluation criteria that allows it to subjectively evaluate an offeror's offered products in the Market Basket, provided that the products comply with the Item Descriptions and other requirements of the Solicitation.

Answer: The Contracting Officer will review all alternate items for acceptability.

21. Question: Can an offeror provide additional discounts?

Answer: If the offeror would like to offer another discount(s), you may indicate as follows:

For quotes, the manufacturer/grower/private label holder/redistributor will indicate all rebates/discounts/deviations on the quote spreadsheet. The manufacturer is required to sign this spreadsheet.

If the offeror is providing additional discounts, they should complete an "additional" quote spreadsheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this "additional" quote spreadsheet.

For invoices, the offeror will indicate all rebates/discounts/deviations on the invoice summary spreadsheet and sign.

22. Original Texas/Oklahoma Solicitation, page 87: The Item Information Tab, Column Q asks for the number of days in which the "First Military Rebate/Discount/Deviation is valid." Similarly, Item Information Tab, Column R asks for the number of days in which the "First Other Rebate/Discount/Deviation is Valid."

Original Texas/Oklahoma Solicitation, page 89-90: The SPV solicitation demonstrates how DLA consider the impact of such deviations in pricing.

22a. Question: Must an offeror provide supporting documentation of the (a) existence of the Rebate/Discount/Deviation and/or (b) length of time during which the Rebate/Discount/Deviation is available or will an offeror's representation on the Market Basket that it will deviate for a specified period of time bind it to the length of time during which it must hold the deviation?

Answer: If the offeror would like to offer another discount(s), you may indicate as follows:

For quotes, the manufacturer/grower/private label holder/redistributor will indicate all rebates/discounts/deviations on the quote spreadsheet. The manufacturer is required to sign this spreadsheet.

If the offeror is providing additional discounts, they should complete an "additional" quote spreadsheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this "additional" quote spreadsheet.

For invoices, the offeror will indicate all rebates/discounts/deviations on the invoice summary spreadsheet and sign.

22b. Question: If an offeror must provide supporting documentation of a Rebate/Discount/Deviation, in what form must the support be if the Rebate/Discount/Deviation is not reflected on the face of the invoice or a quote?

Answer: If the offeror would like to offer another discount(s), you may indicate as follows:

For quotes, the manufacturer/grower/private label holder/redistributor will indicate all rebates/discounts/deviations on the quote spreadsheet. The manufacturer is required to sign this spreadsheet.

If the offeror is providing additional discounts, they should complete an "additional" quote spreadsheet for each item. The offeror should ensure that the market basket line item is identified in column D, and that rebate/discount/deviation information is identified in columns K through R, as applicable. DO NOT fill in columns I or J. The offeror is required to sign this "additional" quote spreadsheet.

For invoices, the offeror will indicate all rebates/discounts/deviations on the invoice summary spreadsheet and sign.

23. Question: To use invoice pricing, must offerors use only invoice pricing available for the delivering warehouse or offeror's distribution point or may it use any invoice pricing in its distribution system?

Answer: Invoice pricing must be from the warehouse/facility that the offeror specifies as the place of performance in their proposal.

24. Question: For DLA to consider a quote as valid, for what time period must it be valid? For example, would a quote for a one-week period be considered valid.

Answer: The quote must be valid through the "Period of Acceptance" in the SPV Texas/Oklahoma solicitation. See ADDENDUM to Clause FAR 52.212-1 (p. 76).

25. Question: Clarify time period quote is held.

Answer: The quote shall be valid 210 days from solicitation closing.

26. Question: Column Q on the Item Information tab. It is labeled "Number of Days First Military Rebate Discount Deviation Valid". We have a discount that runs until a specific end date, for example, 06/30/2018. We cannot put date, as the spreadsheet changes to a number. Should we note "First order through 06/30/18" since the deal has an end date.

Answer: In this instance, the offerors must commit to a number of days. Offered rebates/discounts/deviations will be considered during evaluations only to the extent that the rebate/discount/deviation will be valid during the performance period of the contract and only for the number of days that the rebate/discount/deviation will be valid. Rebates/discounts/deviations described as being valid for specified dates, i.e. described with beginning and ending dates, will not be considered during evaluation. Any offered rebates/discounts/deviations must be effective during the ordering period of the contract in order to be evaluated.

27. Question: When an offeror provides the freight what does the offeror put in the freight column? Clarify.

Answer: On the quote spreadsheet, the manufacturer should complete the standard freight block. On the invoice summary spreadsheet, the offeror should complete the standard freight block. Either input must be carried over to the pricing spreadsheet.

28. Question: [Previous Quote Sheet/Invoice Summary Form] Blocks A-C and Note 2 - please clarify; e.g. if an item has a National Delivered Price, should blocks C=A, and should B state "Natl Delivered Price" What if freight is provided by Prime Vendor and not Manufacturer, should Manufacturer leave Blocks B & C blank?

Answer: The DLA Troop Support CONUS Subsistence Quote Sheet and Invoice Summary Sheet have been updated to match the Price Proposal spreadsheet. The Quote and Invoice Spreadsheet do not require summing of figures. If freight is provided by Prime Vendor, that information should be included on the Price Proposal spreadsheet.

29. Question: Mixed pallet quantity orders are an ordering requirement from an Ability One supplier. Will DLA be responsible for any spoilage as a result of shelf life requirements for slow moving items (these items will not be sold into commercial customers)?

Answer: Prime Vendors (PVs) shall ensure they are ordering products in accordance with demand. Solicitation has been amended to read: "All products shall be properly managed by the Prime Vendor to avoid the expiration of product. The Prime Vendor will bear all risk, including associated costs, with product expiration. The Government will not be liable for any expired product costs under this contract." (See Section I - Solicitation Amendment, paragraph 5 above.)

30. Question: Texas/Oklahoma solicitation, pages 21-23: Contractors are forced to buy under one code (the master) and sell under another code (the breaker). This creates Inventory Control issues and becomes a manual process to manage for mandatory items. Following contract award, will DLA work with the contractor to harmonize the master and breaker codes for the Ability One Program?

Answer: Inventory Control is the responsibility of the Prime Vendor.

31. Question: ITEM INFORMATION Tab: D- Required Grade / Trait: Why/ When does this need to be filled in? If spec sheet shows item meets all requirements, should this be left blank?

Answer: The word "required" has been removed from the heading. Offerors should fill in if there is additional information needed to clarify the item description.

32. Question: DLA Troop Support CONUS Subsistence Invoice Summary Spreadsheet - Should any back-up (supplier invoice, freight invoice, purchasing system computer screen shots, etc.) be provided in the solicitation response?

Answer: An invoice is not required to substantiate the Delivered Price, however, the most recent manufacturer, grower, private label holder, or redistributor invoice (as applicable) must be provided upon request by the contracting officer (see subsection C, "DLA Troop Support CONUS Subsistence Invoice Summary Sheet", Texas/Oklahoma Solicitation, pages 93-95). The contracting officer may request a manufacturer invoice if the offeror indicates the item is currently contained in its inventory on the "ITEM INFORMATION TAB" in the Market Basket Price Proposal spreadsheet.

33. Reference: "ITEM INFORMATION" Tab: In Column L, Annual Quantity - Adjusted for Offered Evaluation Unit, the majority of the Line Items are missing the specified information and some are hard coded (meaning that DLA has entered a definite value that will not adjust as the offeror enters its pricing). Specifically, the annual quantity adjusted for offered evaluation unit has a formula, not a specified number for certain line items. The SPV solicitation states that DLA Troop Support will "fill in" this information.

33a. Question: Why are some of the columns hard coded?

Answer: Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

33b. Question: Which data is correct, the specified number or the formula?

Answer: Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

33c. Question: Will DLA complete Column L?

Answer: Column L will not be completed by DLA. The offerors are required to put their offered evaluation unit per case in column O which will then populate for column L.

33d. Question: Confirm that Column E "Offered Evaluation Units Per Case" reflects the quantity of product that must be included within the case, and not the number of cases which DLA will evaluate.

Answer: The "ITEM PRICING" tab "Column E" is the total quantity per case offered. The "ITEM PRICING" tab "Column E" does not represent the number of cases to be evaluated.

34. Reference: The Texas/Oklahoma Solicitation directs offerors to fill in Column O on the Item Information Tab. Page 86. On the Item Information Tab, Column O states a quantity of "0" for "Offered Evaluation Units Per Case." On the Item Pricing Tab, Column E lists specified "Offered Evaluation Units per Case."

34a. Question: Why must offerors fill in Column O on the Item Information Tab, if it is already specified in Column E on the Pricing Tab?

Answer: The spreadsheets have been corrected, via Amendment 0004, dated 2/23/17. Offerors will fill in Column O on the "ITEM INFORMATION" tab. This information will pre-populate to Column E on the "ITEM PRICING" tab.

34b. Question: Confirm that offerors may not deviate from the "Offered Evaluation Units per Case" on the Item Pricing Tab.

Answer: Offerors can deviate from the "Historic Evaluation Units Per Case" on the "ITEM INFORMATION" TAB.

34c. Question: If offerors may not deviate from standard evaluation units, would DLA delete Column O from the Item Information Tab, to avoid any confusion?

Answer: Offerors can deviate from the "Historic Evaluation Units Per Case" on the "ITEM INFORMATION" TAB.

34d. Question: If offerors may deviate from standard evaluation units, how will DLA evaluate such deviations?

Answer: Column L, "Annual Quantity - Adjusted for Offered Evaluation Unit" will be adjusted to reflect the number of units input in Column O, "Offered Evaluation Units Per Case."

35. Reference: The Texas/Oklahoma Solicitation, page 89 states that "DLA Troop Support fill in," indicates that "This will automatically adjust based on the offer." Some of the annual quantities in O are hard coded (meaning that DLA has entered a definite value that will not adjust as the offeror enters data).

35a. Question: Why are some items hard coded?

Answer: Blocks are not hard coded. Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

35b. Question: Which are correct, the hard codes or the "#DIV0/0!" formula?

Answer: Blocks are not hard coded. Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

35c. Question: If the hard codes are correct, will DLA populate hard codes for all Line Items?

Answer: The offerors are required to put their offered evaluation unit per case in column O which will then populate for column L. Blocks are not hard coded. Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

35d. Question: If the relational formula is correct, will DLA add a formula to the hard coded information?

Answer: Items with UOM in LBS will have the annual quantity listed, but the items with case or each will not, however once the offeror puts their offered evaluation units per case in column O the annual quantity will change from #DIV0/0! to the offeror adjusted offer annual quantity.

36. Reference: "ITEM PRICING" Tab: Column P is titled "Distribution Category Unit of Measure (UoM)". The column lists the distribution category, and not a unit of measure.

36a. Question: Will DLA delete the reference to "Unit of Measure (UoM) so that the title reads "Distribution Category?"

Answer: The spreadsheet was updated to show the Unit of Measure (UOM) in Amendment 0004, dated 2/23/17.

36b. Question: What are offerors supposed do with the information in "ITEM PRICING" Tab: Column P in proposing their pricing?

Answer: The spreadsheet was updated to show the Unit of Measure (UOM) in Amendment 0004, dated 2/23/17.

37. Reference: "Business Proposal, Volume II, Section III." Earned Income states: The Government will review all categories of earned income offered in the "ITEM PRICING" Tab.

37a. Question: Given that the SPV Solicitation is for a fixed price contract and that offerors only need to describe the categories of earned income, and not specific amounts, it is difficult to understand how DLA will use the information from earned income categories in its price evaluation.

Answer: Earned income categories will not be used in price evaluation. Solicitation language regarding evaluation has been deleted in this amendment. (See Section I - Solicitation Amendment, paragraph 22.)

37b. Question: The solicitation only requires that offerors reveal earned income categories. Pursuant to the SPV Texas/Oklahoma Solicitation at page 95: "It is not necessary to submit specific dollar amounts of Earned Income, just the categories." How will visiting earned income categories assist DLA in "substantiating pricing?"

Answer: Earned income categories will not be used in price evaluation. Solicitation language regarding evaluation has been deleted in this amendment. (See Section I - Solicitation Amendment, paragraph 22.)

37c. Question: Will DLA delete the statement that "The Government will review all categories of earned income offered to aid in substantiating the prices offered in the Item Pricing Tab?"

Answer: Earned income categories will not be used in price evaluation. Solicitation language regarding evaluation has been deleted in this amendment. (See Section I - Solicitation Amendment, paragraph 22.)

38. Question: Unlike previous price proposal worksheets, the worksheet for this solicitation does not include a distribution price multiplier to calculate a "Weighted Aggregate Total." Please confirm if a multiplier will be used, and if so, the value.

Answer: The current solicitation spreadsheet does not include a distribution price multiplier.

39. Question: For Market Basket items designated "Sodexo/Central Contract," Sodexo contract pricing is provided to the incumbent Prime Vendor through DLA Troop Support. Are offerors expected to obtain the "Sodexo/Central Contract" pricing from DLA Troop Support?

Answer: No. Each offeror should use non-Sodexo pricing, where applicable. During contract implementation, any Sodexo-specific pricing will be provided.

40. Reference: Business Proposal, Volume II, Section I. Pricing Proposal, A. requires offerors using quotes to provide them within 45 days prior to the closing of the solicitation. In contrast, offerors using the DLA Troop Support Invoice Summary sheet allows them a 90 day period within solicitation closing date in which to select the invoice. Specifically, the relevant language states: Offered pricing that is submitted using the DLA Troop Support Quote Sheet must be within 45 days prior to the closing date of the solicitation. Offered pricing that is submitted using the DLA Troop Support Invoice Summary Sheet must be dated within 90 days of solicitation closing date. If the date of the invoice is longer than 90 days from the solicitation closing date, an explanation should be provided.

40a. Question: Why do offerors who are able to submit invoices provided with a 90 day period from which to select the invoice, while quotes must be within 45 days?

Answer: The Invoice Summary Spreadsheet should reflect the most recent manufacturer/grower/private label holder/redistributor commercial price per unit to the Contractor. Ninety (90) days was provided to allow for a recent inventory purchase. The Quote Summary should reflect pricing obtained within 45 days of solicitation closing to ensure a recent price.

41. Reference: In the past, for invoices, DLA has specified a one-week period during which the pricing must have been valid. For example, in Solicitation SPM300-13-R-0070, it required pricing for the week of "04/21/2013." Our understanding is that DLA did so that it could truly compare offerors' pricing during the same time frame and ensure that an apparently low price was not the product of fortuitous timing. Our vendors are asking the week for which the quote must be valid. In some instances, such as where there are shortages of particular items in the Market Basket and significant market fluctuations, there may be vast differences in pricing within a 45-day period.

41a. Question: Does DLA intend to restrict invoices and quotes to pricing during a more narrowly defined period than 90 days?

Answer: No. The Invoice Summary Spreadsheet should reflect the most recent manufacturer/grower/private label holder/redistributor commercial price per unit to the Contractor. Ninety (90) days was provided to allow for a recent inventory purchase. The Quote Summary should reflect pricing obtained within 45 days of solicitation closing to ensure a recent price.

42. Question: What is the Market Basket "strike date" for price support? Related to this question - Should an offeror submit proof of pricing - for items already in stock - based on its latest received PO, or any PO between the solicitation issue date and the close date?

Answer: An invoice is not required to substantiate the Delivered Price on the Market Basket items, however, the most recent manufacturer, grower, private label holder, or redistributor invoice (as applicable) must be provided upon request by the contracting officer during evaluations. The contracting officer may request a manufacturer invoice if the offeror indicates the item is currently contained in its inventory on the "ITEM INFORMATION TAB" in the Market Basket Price Proposal spreadsheet.

43. Question: Will DLA continue to restrict invoices and quotes to those from a specified, one-week period, to ensure that DLA is better able to compare pricing from offerors on a common basis? If so, what is the specified period?

Answer: The Invoice Summary Spreadsheet should reflect the most recent manufacturer/grower/private label holder/redistributor commercial price per unit to the Contractor. Ninety (90) days was provided to allow for a recent inventory purchase. The Quote Summary should reflect pricing obtained within 45 days of solicitation closing to ensure a recent price.

Offerors are reminded that the EPA clause allows only for a 30% increase OVER THE LIFE OF THE CONTRACT. See DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) - ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL - DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII (APR 2014) starting on page 10 of the Texas/Oklahoma Solicitation.

44. Question: The SPV Solicitation states that the Solicitation will result in a "fixed price contract." Confirm that DLA will evaluate pricing at the prices proposed by each offeror and not at some other price.

Answer: All offers will be evaluated based on the prices proposed.

45. Question: Confirm that DLA will not conduct a price realism analysis of proposed pricing.

Answer: All proposals will be evaluated in accordance with the evaluation criteria established in the solicitation, see "price evaluation process" on p. 97 of the SPV Texas/Oklahoma Solicitation. A price realism analysis will not be conducted.

46. Question: If DLA will conduct a price realism analysis of proposed pricing, under what provision in the Solicitation will it do so and by what mechanism? If DLA determines that a particular price is unrealistic, what will the consequence be to the evaluation? For example, will it be expressed as a risk under one of the technical factors, and if so, which one?

Answer: A price realism analysis will not be conducted. Areas of concern regarding pricing may be addressed during negotiations, if negotiations are conducted.

47. Reference: SPV Texas/Oklahoma Solicitation, Page 18, Paragraph E. states:

"In addition to supplying items under the contract that meet the item descriptions and have the required level of quality, at the most economical pricing available to the Contractor for the authorized customer, the Contractor shall be responsible for supplying items that are in compliance with each military services' Food Specification Guide or Buyer's Guide."

The Army Buyer's Guide states that its purpose is "to assist region and installation personnel in their decision processes when selecting or retaining subsistence items." Accordingly, by its terms, it is not intended as guidance for contractors. Requiring the contractor to comply with the provisions creates an ambiguous compliance duty.

For example the buying guide at pages 8-9 contains certain provisions for new items. These provisions also contain guidance for food service managers in determining best value to the military.

47a. Question: Will DLA delete the requirement that the contractor comply with Attachment 6, Army Buyer's Guide?

Answer: The Army Buyers' Guide is a requirement by all Army bases and the offeror should be referring to this as a guide for all items/products on catalog.

47b. Question: If DLA refuses to delete the requirement, will it confirm that the only provisions that are applicable to the contractor are those that relate to compliance with government provided item descriptions and that the contractor will not be responsible for performing functions applicable to the military customer and its personnel, such as the requirement at page 8 to perform a cost benefit analysis?

Answer: The solicitation contains the following: the Contractor shall be responsible for supplying items that are in compliance with each military service's Food Specification Guide or Buyer's Guide. The language has been included to ensure that products that are not acceptable to the customers are not offered to the customers. For example, if an Army customer requests a fritter type of item that is not allowed according to the Buyer's Guide, the PV shall not offer that fritter to the customer.

48. Question: The use of a reverse auction appears to be inconsistent with the use of best value evaluation criteria. While DLA's use of reverse auctions may drive down distribution pricing in some procurements, it appears to have resulted in some offerors bidding at prices that would not support a contract's required service levels. In the commercial foodservice distribution industry, reverse auctions are not common and when used, are typically only used for purchases of discrete commodity items. Will DLA consider deleting the provision for a reverse auction and ensuring that the Solicitation allows DLA to take advantage of the techniques that commercial buyers use when acquiring food and food related products, such as considering alternatives to nationally recognized products?

Answer: DLA is not deleting the provision for reverse auction. DLA reserves the right to implement a reverse auction.

49. Reference: Texas/Oklahoma solicitation, page 51, 3. Emergency/Same Day Orders, Paragraph E states: In the event of a hurricane or other disaster, it may be necessary for the government to pick up certain key disaster-relief products at the Contractor's facility, including but not limited to bottled water, packaged ice, and commercial meal kits. In case of such an emergency, the Contractor and government will negotiate distribution prices for such FOB Origin items.

The contractor's distribution facility is likely to be impacted by the same hurricane or other disaster that befalls the military customer, otherwise the contractor would be able to ship the items. If the contractor manages to make personnel available to pick and load the disaster-relief products in such a disaster during the same day, it is unfair that the distribution price might be reduced merely because the Government picked it up.

49a. Question: Will DLA revise the sentence to state the following: In case of such an emergency, the Contractor and government will negotiate distribution prices for such FOB Origin items, but in no event will the distribution price be lower than the contract distribution price for each item?

Answer: No, the solicitation language will not be changed.

50. Reference: Emergency orders: Texas/Oklahoma solicitation, page 51, 3. Emergency/Same Day Orders Paragraph (B) allows same day orders to be placed as late as 3 PM as follows:

The time emergency orders must be placed for same-day delivery will be 3:00 p.m. local time. Emergency orders may be changed/cancelled no later than 5:00 p.m. local time. The Contractor will take all actions to deliver the same day as required.

3 PM is too late to receive an Emergency Order for same-day delivery. Customers may be hours away from the distribution center and must have sufficient time to pull, load, and ship product for receipt the same day. Additionally, it is not reasonable to permit changes/cancellations once an Emergency Order has been processed.

50a. Question: Will DLA move the time for receipt of emergency orders until NLT 10:00am?

Answer: DLA has revised paragraphs A and B, under 3. EMERGENCY/SAME DAY ORDERS, via this amendment.

50b. Question: Will DLA remove the ability of the customer to cancel Emergency Orders once processed, meaning pulled?

Answer: DLA has revised paragraphs A and B, under 3. EMERGENCY/SAME DAY ORDERS, via this amendment.

50c. Question: As required by FAR 12.302(c), has DLA obtained a waiver authorizing it to tailor this term and condition in a manner that is inconsistent with customary commercial practice?

Answer: DLA has revised paragraphs A and B, under 3. EMERGENCY/SAME DAY ORDERS, via this amendment.

51. Question: Texas/Oklahoma solicitation, page 55, 7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR SUBSTITUTIONS, Paragraph A states: "A separate STORES order must be placed for all substitution/replacement items. This order must be placed by 5:00 pm Local Time on the day prior to the required delivery date." 5:00 pm is far too late for substitution/replacement items to be requested for next day delivery. Orders are typically pulled prior to this time. The contractor communicates NIS to customer on a timely basis, including skip day if the order is in and we are aware of an issue. Will DLA change 5 PM on the day before delivery to NLT 12:00 PM (noon) on the day before delivery?

Answer: DLA has revised paragraph 7. NOT-IN-STOCK (NIS) NOTIFICATION & ORDERS FOR SUBSTITUTIONS, paragraph A., via this Amendment.

52. Question: Clarify the Cyber Security clause?

Answer: A cyber security plan is not required for submission. All facets of DFARS clauses 252.204-7008, 252.204-7009, and 252.204-7012 must be adhered to. All requirements for system security can be found in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations"

53. Question: Please confirm that the SPV cyber security plan should be submitted post-award by the successful SPV, and not as a part of the solicitation response.

Answer: The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award. The clause does not require a plan be submitted, however if the contractor reasonably determines that information systems security measures in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

54. Question: How much detail do they expect to receive with respect to NIST SP 800-171?

Answer: The offeror must adhere to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, to the fullest extent practicable.

55. Question: Have any particular areas of NIST SP 800-171 been prioritized as more important to DLA Troop than others?

Answer: No area of NIST SP 800-171 has been prioritized as more important for DLA Troop Support.

56. Question: Texas/Oklahoma solicitation, pages 81-82, clarify the subcontracting plan, which can likely add up to more than 100%?

Answer: The small business subcategories add up to 21.26% of the supplies for proposed contract from all SB firms.

57. Question: How did we come up with 21.26% for the small business?

Answer: The 21.26% is based upon the Department of Defense Office of Small Business Programs, Fiscal Year 2016. Information is available at www.acq.osd.mil/osbp/statistics/sbprogramgoals.html.

58. Question: Texas/Oklahoma Solicitation, Pages 81-82 - (the example and format of the SB Goals table) - What is intended to be listed in the "Total to be Subcontracted" line? If a SPV does not intend to use a subcontractor, should this be left blank, or put \$0 and 0%?

Answer: The table is only an example. It has been updated to clarify in this Amendment. Total to be Subcontracted has been changed to read "Total to be Sourced from Large Business or Total to be Sourced from Small Business". If a vendor does not use a subcontractor, put a zero (\$0) in the field.

REMINDER: Large business offerors are also required to submit the SB, SDB, WOSB, VOSB, SDVOSB, and HZSB Subcontracting plan information as required by Clause 52.219-9, "Small Business Subcontracting Plan" in addition to the information that is a requirement of this "Small Business Effort" technical factor.

59. Texas/Oklahoma solicitation, page 13 Pursuant to DLAD 52.216-9064(c)(1)(v), the contractor must submit price adjustments on Wednesday and will not know until close of business on Friday whether the CO will accept or reject pricing. When the CO denies the requested price increase, the contractor may remove the item from its Market Basket. In the commercial broadline foodservice industry, where pricing changes daily and contractually as frequently as weekly, the delay period is significant and negatively impacts the ability of military customers to plan and execute their menus. Close of business Friday afternoon is too late to receive notification that a price has not been determined Fair & Reasonable. DLA has been increasingly aggressive about refusing to approve fair and reasonable price increases, and does not appear to understand fast-moving market fluctuations. Specifically, in determining whether to approve pricing as fair and reasonable, they reference historical pricing and not the new market pricing.

59a. Question: Will DLA agree to approve or reject pricing by the close of business Thursday, rather than Friday? Will DLA engage with industry to determine mechanisms to determine fair and reasonable pricing that are not based on historical, stale pricing?

Answer: DLA does not intend on revising DLAD 52.216-9064. DLA's determinations regarding fair and reasonable pricing are made using authorized price analysis techniques.

60. Reference: Texas/Oklahoma solicitation, page 30 Paragraph G states: "Any delivered product not labeled with the name and address of the manufacturing establishment must be identified as to its manufacturer by 'timely' advance written notice to each installation's officer in charge of food service (e.g. Installation Food Advisor (IFA)). The listing is requested in alphabetical order in respect to the shipping container nomenclature. This listing must be kept current and provided to each Installation's Food Advisor, Food Service Officer, or FSC on a quarterly basis."

The requirement to identify such names and addresses in advance of shipment is inconsistent with customary commercial practice, which does not require labels to list the name and address of the actual manufacturer. Specifically, the FDA only requires that food labels must list the name and address of one of the following entities: the manufacturer, packer or distributor. For commodity product and private label product, contractors may use multiple supply sources.

60a. Question:

As required by FAR 12.302(c), has DLA obtained a waiver authorizing it to tailor this term and condition in a manner that is inconsistent with customary commercial practice?

Answer:

DLA Troop Support has obtained a waiver authorizing it to tailor terms and conditions in a manner that is not consistent with customary commercial practice.

60b. Question: What is DLA's need for this information?

Answer: This information is required for traceability and for potential food recalls.

60c. Question: What is DLA's need for the information in advance of delivery of product?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

60d. Question: Will DLA remove the requirement for such notice?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

60e. Question: If DLA will not remove the requirement for such notice-will DLA allow the information to be provided with accompanying shipment documentation, as it does in Sanitary Conditions?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

60f. Question: If DLA will not allow the manufacturing information to be provided with accompanying shipment documentation: What is the meaning of "manufacturer" in the context of this requirement?

Is a "packer" considered a manufacturer?

Is a private label holder considered the manufacturer of its private label products, even if it outsources the manufacturing process to another company?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

61. Page 41 (Texas/Oklahoma solicitation): Paragraph (a)(4) of the Sanitary Conditions clause states: Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

61a. Question:

As required by FAR 12.302(c), has DLA obtained a waiver authorizing it to tailor this term and condition in a manner that is inconsistent with customary commercial practice?

Answer:

DLA Troop Support has obtained a waiver authorizing it to tailor terms and conditions in a manner that is not consistent with customary commercial practice.

61b. Question: What is DLA's need for this information?

Answer: This information is required for traceability and for potential food recalls.

61c. Question: Will DLA remove the requirement that the contractor provide the information in the shipment documentation?

Answer: No.

61d. Question: This requirement acknowledges that the source of manufacturing/processing may be included on the accompanying shipment documentation. Is this mechanism for revealing the source of manufacturing/process required where the contractor provided the source of manufacturing/processing in advance?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

61e. Question: If the source of manufacturing/process may be provided with the shipment documentation, why must it be provided in advance?

Answer: Information must be provided on the accompanying shipment documentation. The solicitation language was revised, via this Amendment, to remove the advanced written notice.

61f. Question: Clarify dates which state November 1, 2013 to end of closing for solicitation?

Answer: For the Factor I Experience, reference information may be supplied from the timeframe of November 1, 2013 until the closing date of the solicitation. This is also the same for Past Performance.

62. Question: [Factor B. Past Performance] Fill Rate without substitutions - do I need to pull this information from November 1, 2013 or will the last year's data be sufficient?

Answer: The fill rate without substitutions information is specific to the contract/customer account provided by the offeror. For instance, if an account has been in place since November 1, 2013, the fill rate should reflect information from November 1, 2013 through the date that offers must be submitted under this solicitation on an annual basis.

63. Question: [Factor B. Past Performance] Socioeconomic performance (goals and actuals) - DLA is our only reference that this information pertains to, do I need to pull this from November 1, 2013 or will the last year's data be sufficient?

Answer: The socioeconomic performance information is specific to the contract/customer account provided by the offeror. For instance, if an account has been in place since November 1, 2013, the socioeconomic performance information should reflect information from November 1, 2013 through the date that offers must be submitted under this solicitation on an annual basis.

64. Question: Texas/Oklahoma solicitation: Page 56, Section 9A: Is it likely the delivery schedule could

change w/o notice?

Answer: Delivery schedules may change at any time. It is anticipated that contractors will be notified of any changes.

65. Question: What does an offeror do if an item is sold by the case and the spreadsheet has each?

Answer: The offeror must put the case price and the spreadsheet will convert it to each price.

66. Reference: Texas/Oklahoma Solicitation, Amendment 0004:

Question: In reviewing the new quote sheet for the vendors added by Amendment 0004, there is not a space or column to add the length of time for which vendors will hold their pricing on quotes. In DLA's Amendment 0004 answer to Question 6, it directed that "Offerors must input the applicable time period in the Quote or Invoice Summary spreadsheet." Where must a supplier add information on the length of the quote in the quote sheet?

The Question and Answer being referred to is:

Question: [Original Quote Sheet/Invoice Summary Sheet] Blocks D-E - will all listed discounts be deducted from Delivered Price to equal the Evaluated Unit Price, if the time periods overlap? Do you expect dates or days, and if days, starting from when?

Answer: Discounts are deducted from the Adjusted Base Aggregate Total in the "Item Pricing" Tab in the Market Basket Items-Price Proposal spreadsheet. A formula is included that accounts for the time periods during which the discount/rebate/deviation is offered. The duration of any discount/rebate/deviation should be described in terms of days, starting from first order. Offerors must input the applicable time period in the Quote or Invoice summary spreadsheet.

Answer:

The manufacturer/grower/private label holder/redistributor is not required to provide the length of the quote in the quote sheet. The Quote Sheet states the following:

NOTE: Delivered Price is columns I + J. Columns I (Material Cost) and J (Standard freight) must be valid for at least the implementation period and the first ordering week of contract performance.

The manufacturer/grower/private label holder/redistributor is only required to provide the Number of Days any Rebate/Discount/Deviation is Valid.

67. Question: There is no signature/date block on the Quote Form.

Answer: A revised Quote spreadsheet has been created in Excel with the signature/date block and will be provided.

68. Question: Can the DLA Troop Support CONUS Subsistence Quote Sheet and/or Invoice Summary Sheet be provided in Word so we can fill-in the required info?

Answer: The quote and invoice sheets have been updated to an Excel spreadsheet. The quote spreadsheet must be signed by the manufacturer/grower/private label holder/redistributor. The invoice summary spreadsheet must be signed by the offeror.

69. Question: On the DLA Troop Support CONUS Subsistence Invoice Summary Sheet, Item Info, should there be a block for Market Basket Line Item number, or should we pen in the Line Item number at the top?

Answer: The DLA Troop Support CONUS Subsistence Quote Spreadsheet and Invoice Summary Spreadsheet have been revised to include market basket line item number under the "Item Information" title and LSN identification.

70. Question: The solicitation states Word and PDF not PDF and Word, is this correct?

Answer: Pages 7 and 77/78 of the solicitation are corrected, via this amendment.

71. Question: Pages 7 (Did You Remember to) and 77 (Non-Price Proposal) reference the Non-Price Proposal being submitted in a PDF or Word format. Page 77 (Written Volume/Title/No.

of Copies) references the Non-Price Proposal being submitted in a PDF and Word format. Please advise if PDF

CONTINUED ON NEXT PAGE

only format, as described on pages 7 and 78, is acceptable.

Answer: Pages 7 and 77/78 of the solicitation are corrected, via this amendment.

72. Question: Checked DIBBS and FBO and saw pre proposal conference for Georgia and South Carolina posted on 12/12/2016 at 7:00pm. The meeting was to be on 12/13/2016 at 10:00am at Fort Stewart. The date for Questions has past 12/9/2016. Was the Question and meeting date in error since the notice was published only a few hours ago?

Answer: No, the dates were not in error. The posting you are referring to is the West Texas/New Mexico solicitation amendment that was referencing the Pre-proposal conference in Georgia for Georgia and South Carolina. The terms and conditions of the South Carolina/Georgia solicitation are very similar to those contained in the Texas/New Mexico solicitation. Therefore, all prospective offerors on the Texas/New Mexico solicitation were invited to attend the South Carolina and Georgia pre-proposal conference.

At this time, a pre-proposal conference will not be held for the Texas area solicitations, West Texas/New Mexico, North Texas/Oklahoma, and San Antonio.

73. Question: Will DLA consider extending the time and date for receipt of proposals by one-week to accommodate the offered pre-proposal meeting and the likely Question and Answer that will occur?

Answer: DLA has extended the time and date for the receipt of proposals multiple times.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

CONTINUED ON NEXT PAGE

Attachments

List of Attachments

Description	File Name
ATTACH.Market Basket	Market Basket.xlsx