

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 6

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 10/28/2019	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. (If applicable)
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. SPE30019R0062
	<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 2019 SEP 19
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment 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: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to 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 (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

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

The Answers included 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.

•Pages 8 (Did You Remember To) references submitting two copies, one printed and one CD copy, of the Business/Price Proposal. Page 147 (II. SUPPORTING PRODUCT INFORMATION, A. Substantiating Documentation) references requiring to "provide two copies of the manufacturer's/grower's/private label holder's or Redistributor's invoice for the last product received AND I OR two copies of a screen shot of the Delivered Price in your electronic purchasing system. If item is not regularly stocked, provide two copies of a written quote from the manufacturer/grower/private label holder or redistributor." Is DLA Troop Support's intent on Page 147 to submit one hard copy and one CD?

DLA TROOP SUPPORT ANSWER: Correct, and please also refer to Instructions for Proposals at the bottom of page 134.

•Page 65 (Section 3v) - Early Payment Discount from the SPV to the supplier is considered a pass-back/discount to the customer, only if over 2%/10days? Please further define.

DLA TROOP SUPPORT ANSWER: If terms are offered greater than 2%/10 days, the Contracting Officer needs to provide prior approval.

•Page 67 (Paragraph F) - Mixed pallet quantity orders are an ordering requirement from an Ability One supplier. Will DLA Troop Support 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)?

DLA TROOP SUPPORT ANSWER: Prime Vendors (PVs) shall ensure they are ordering products in accordance with demand. To the extent title to items delivered under the contract properly passes to the Government, the risk of loss for those items shifts to the Government.

•Page 83 (2 .PRODUCT QUALITY & SHELF LIFE REQUIREMENTS)- Will DLA Troop Support be responsible for any spoilage as a result of shelf life requirements for slow moving items (seasonal items, ever changing ordering patterns, etc...)?

DLA TROOP SUPPORT ANSWER: T PVs shall ensure they are ordering products in accordance with demand. To the extent title to items delivered under the contract properly passes to the Government, the risk of loss for those items shifts to the Government.

•Page 104 (Section 9, Paragraph A) - Please clarify the intent, and timetable, of the following statement: "However, the delivery schedules listed below are subject to change based on customer needs and such changes will be made at no expense to the Government and will not require a contract modification."

DLA TROOP SUPPORT ANSWER: Delivery schedules provided in the Statement of Work are anticipated schedules, however, these dates and times may change subject to the ordering and delivery requirements of the solicitation, e.g., "Skip Day" ordering.

•No detail is referenced concerning the delivery of product to GITMO or AUTEK. Are loaded containers picked-up by the purchasing party at the SPV facility?

DLA TROOP SUPPORT ANSWER: DLA Transportation delivers containers to the vendor to be loaded at the vendor facility and then they are driven by a truck that DLA Transportation contracts to the port.

•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.

DLA TROOP SUPPORT ANSWER: The Contractor shall implement NIST SP 800-171, as soon as practical. 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.

•How much detail is required with respect to NIST SP 800-171?

DLA TROOP SUPPORT ANSWER: The offeror must adhere to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171..

•Have any particular areas of NIST SP 800-171 been prioritized as more important to DLA Troop Support than others?

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

•Page 77 through 80 - Are FIC labels required for only Navy Ship Customers?

DLA TROOP SUPPORT ANSWER: Yes

•Due to the sensitive and confidential nature of the Food Defense Plan, submission will be made in printed and non-editable format only. Is this acceptable to DLA Troop Support?

DLA TROOP SUPPORT ANSWER: Yes

•Page 135 references page limitations on Factors I, Factors II and the Past Performance. Are these page limitations in reference to the entire Factor, or the Sub-Factor?

DLA TROOP SUPPORTANSWER: It also applies individually to the sub-factors with the exception of the Food Defense Plan.

•Page 148 (C. DLA Troop Support CONUS ITEM COVER SHEET)-Was an example of this cover sheet included in the original solicitation documents?

DLA TROOP SUPPORT ANSWER: An example was not provided but shall include the information listed in Paragraph C of section II of the Business Proposal, entitled DLA Troop Support CONUS Item Cover Sheet.

•Amendment One, issued October 07, 2019, extended the closing date by seven days to October 28, 2019. The SF1449 Continuation Sheet (BLOCK 8) references the offer due date as November 01, 2019. Please advise as to the actual close date.

ANSWER: The Block 8 reference to 11/01 is a typo. The original closing date of 10/21/2019 is correctly identified on the actual Block 8 front page of the SF1449 as well as in the continuation text for Block 9. The closing date, as you note, has been extended to 10/28/2019. This typo was also addressed in Amendment 0002, issued 10/23/2019, which also extends the closing date to 11/04/2019.

Questions:

1.1.Previous solicitations have contemplated award being made using best value trade-off procedures, which allowed the Government to select the most qualified vendor to support the needs of the customers listed in the solicitation. Will DLA consider revising the Solicitation to contemplate award based on application of best value trade-off procedures, rather than lowest price technically acceptable procedures?

DLA TROOP SUPPORT ANSWER: DLA does not intend to revise the source selection strategy for this acquisition.

1.2.Congress has found that LPTA selection criteria can deny the Government the benefits of cost and technical

tradeoffs in source selection, and further has expressed a clear preference for the Department of Defense to use best value procurements whenever possible. What is DLA's need to use LPTA procedures here?

DLA TROOP SUPPORT ANSWER: For this acquisition, DLA anticipates that LPTA source selection procedures will result in the selection of the proposal that represents the best value to the Government.

1.3.Has the contracting officer documented the contract file with its determination that this procurement meets the criteria required in the 2017 and 2018 NDAAs or the proposed DFARS Rule for use of LPTA? Specifically, has the contracting officer determined in writing that-

1.3.1. "Minimum requirements can be described clearly and comprehensively and expressed in terms of performance objectives, measures, and standards that will be used to determine the acceptability of offers"

1.3.2. "No, or minimal, value will be realized from a proposal that exceeds the minimum technical or performance requirement."

1.3.3. "The proposed technical approaches will require no, or minimal, subjective judgment by the source selection authority as to the desirability of one offeror's proposal versus a competing proposal."

1.3.4. "The source selection authority has a high degree of confidence that reviewing the technical proposals of all offerors would not result in the identification of characteristics that could provide value or benefit."

1.3.5. "No, or minimal, additional innovation or future technological advantage will be realized by using a different source selection process."

1.3.6. "The contract file contains a determination that the lowest price reflects full life-cycle costs (as defined at FAR 7.101) of the product(s) or service(s) being acquired."

DLA TROOP SUPPORT ANSWER: For this acquisition, DLA anticipates that LPTA source selection procedures will result in the selection of the proposal that represents the best value to the Government.

1.4.Are there any differences in the needs of Mayport, Florida and the Surrounding Areas that warrant a change to LPTA from recent best value solicitations? If so, what?

DLA TROOP SUPPORT ANSWER: For this acquisition, DLA anticipates that LPTA source selection procedures will result in the selection of the proposal that represents the best value to the Government.

Background: The Solicitation provides: "Price Audits: [. . .] In the event of any undercharges, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the undercharges did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer."

Issue: Pricing in DLA's Food Services Prime Vendor contracts is complicated and DLA, consistent with the commercial sector practice, has historically recognized that overcharges may be reconciled against undercharges. Best practice includes a periodic pricing reconciliation, where a contractor may identify both overcharges and undercharges, which are often minor in amount. The requirement to file a formal request for equitable adjustment ("REA") appears to create a needlessly formal and administratively burdensome process to both parties to resolve what has been a fair process and businesslike practice. If DoD does not resolve this issue, contractors will have to price in the burden of recovering underpayments into their price risk and contracting officers will have to spend additional time reviewing the REA.

Whereas prior DLA contracts provided that "[t]he Contractor shall be entitled to a payment for the undercharges," the current Solicitation requires the Contractor to submit a request for equitable adjustment, which may be denied if the Contracting Officer determines the undercharge was the result of the fault or negligence of the Contractor. This requirement is inconsistent with customary commercial practice.

Questions:

1.1.Confirm that this clause applies only where a Government audit identifies an overpayment.

DLA TROOP SUPPORT ANSWER: It applies to both undercharges and overcharges. See the Price Audits section (page 66) for additional info.

1.2.Confirm that where the contractor identifies an overpayment that also results in an underpayment, the contracting officer and contractor may negotiate a resolution without the submission of a formal request for equitable adjustment.

DLA TROOP SUPPORT ANSWER: The Contracting Officer's decision will be based on the circumstances of the request.

1.3.Because this clause is inconsistent with customary commercial practice, has DLA obtained a waiver in accordance with DLA procedures as required by FAR 12.302(c) to include this term? If so, what is the basis of DLA's need for a more formal process?

DLA TROOP SUPPORT ANSWER: DLA expects that any request for adjustment under its contracts are properly submitted and documented by the contractor making the request.

1.4.What standard will the Contracting Officer apply to determine whether an undercharge is the result of the fault or negligence of the Contractor?

DLA TROOP SUPPORT ANSWER: The Contracting Officer's decision will be based on the circumstances of the request.

Background: The Solicitation provides: "Contractor pricing disclosures shall be treated as proprietary and will not be released outside the Government unless otherwise required by law or as agreed to by the Contractor. As a condition of this contract, the Contractor authorizes, and consents to, the Government communicating directly with the manufacturer, grower, private label holder, or redistributor used by the Contractor to validate that manufacturer's, grower's, private label holder's, or redistributor's pricing, including Delivered Prices and Rebates/Discounts/Deviations as provided to the Government by the Contractor."

Issue: The Solicitation requires, that the Contractor must authorize/consent to the Government's communicating directly with the manufacturer, grower, private label holder, or redistributor to validate pricing. With a few exceptions for mandatory sources of supply, most of the products supplied to DLA are purchased for commercial customers as well and many contractors pool their inventory. As a practical matter, it would be difficult for the contractor's manufacturer, grower, private label holder, or redistributor to accurately align the product that they sold to the contractor to the product that the contractor sold to DLA customers.

Moreover, our negotiation with our commercial suppliers is a long process that we only seek to engage in periodically. Our agreements with commercial suppliers do not typically provide for our ultimate customer to have the right to communicate directly with our suppliers. Large commercial suppliers with market dominance may not agree to allow outreach directly from DLA.

DLA already has the right to subpoena information from a manufacturer, grower, private label holder, or redistributor and the right to require the Contractor to produce invoices from such entities. It is unclear why DLA needs the right to reach out directly.

Questions:

1.5.What is DLA's need to communicate directly with the Contractor's manufacturer, grower, or redistributor in the normal course of business?

DLA TROOP SUPPORT ANSWER: DLA does not intend to revise these terms and the requirements remain the same.

1.6. Has DLA considered the burden it is placing on the entire supply chain with this requirement?
DLA TROOP SUPPORT ANSWER: DLA does not intend to revise these terms and the requirements remain the same.

1.7. Because this clause is inconsistent with customary commercial practice, has DLA obtained a waiver in accordance with DLA procedures as required by FAR 12.302(c) to include this term? If so, given that in an investigation, the government already has the power to subpoena a third parties records, what is DLA's need for direct manufacturer, grower, or redistributor communication?
DLA TROOP SUPPORT ANSWER: To verify the Offeror's proposal submission.

1.8. Confirm that prior to DLA directly reaching out to the contractor's manufacturer, grower, or redistributor without a subpoena, DLA will notify the Contractor of its intent to communicate with the Contractor's manufacturer, grower, or redistributor.
DLA TROOP SUPPORT ANSWER: It is DLA's intention to notify the Contractor prior to communicating with their manufacturer, grower, or redistributors.
Background: The Solicitation states that "[t]he Contractor shall be required to catalog and carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at an average usage rate of 20 cases per month. The Contractor will not normally be required to carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at a rate of less than 20 cases per month. However, they are required to catalog and provide the item."
Issue: The Solicitation seems to clarify that Contractors will not be required to keep inventory for those items where the total order quantity is at a rate of less than 20 cases per month. However, the Solicitation still requires the Contractor to provide the item.
Question:
1.1. Confirm that SOW Clause 13. INVENTORY REQUIREMENT/NEW ITEMS, paragraphs B-D describe the only exceptions to the 20-case requirement.
DLA TROOP SUPPORT ANSWER: The identified paragraphs contain exceptions to the 20 case requirement.

1.2. Given that paragraphs B-D already describe exceptions, will DLA clarify the language in paragraph A to read as follows:
The Contractor shall be required to catalog and carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at an average usage rate of 20 cases per month. Except as provided in paragraphs B-D of this clause, Tthe Contractor will not normally be required to carry inventory for any item required by customers when the total order quantity for that product for all contract customers is at a rate of less than 20 cases per month. However, they are required to catalog and provide the item.
DLA TROOP SUPPORT ANSWER: Language will remain as written.
Background: The Solicitation provides that "Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer."
Issue: Clarification or tailoring of this clause is necessary for products shipped to Guantanamo Bay (GTMO). The contractor transfers physical custody of products to a third-party, DLA contractors (trucking and barge companies) (collectively "shipper"), which puts inspection and acceptance completely out of the contractor's control. For example, risk of loss is not transferred until arrival and acceptance at Guantanamo Bay (GTMO). Distributors have had previous issues with the transportation contractor: equipment failing, causing loss of product integrity, and subsequent refusal of all products has cost distributors thousands of dollars. Because food distributors do not have privity of contract with the shipper, they are unable to obtain relief from the shipper if the shipper damages product after receipt of goods and prior to title transfer to the Government. This also means that the shipper has little incentive to carefully treat such shipments. This price risk to the contractor is risk is significant and contractors must price it into the current DLA contract. DLA may obtain additional cost savings if risk of loss transfers upon delivery to the shipper. We see no language in the new solicitation addressing Guantanamo Bay shipping specifically. Shipments to Atlantic Undersea Test and Evaluation Center (AUTEC) are also not specifically addressed, and although management of deliveries to this location are not as involved as GTMO, those shipments have unique documentation requirements not addressed in our current contract nor in the new solicitation.
Question:
1.3. Will DLA consider tailored language that includes the following at the end of section (a): "For containerized shipments only, acceptance of products and risk of loss transfers when products are delivered to and placed on the conveyance by which they are to be transported?"
DLA TROOP SUPPORT ANSWER: Language will remain as written. DLA does not intend to revise these terms and the requirements remain the same.
Background: The Solicitation provides "The usage of First-Expired, First-Out (FEFO) is preferred; then First-In, First-Out (FIFO)."
Issue: Whereas previous DLA contracts have required FIFO procedures, the 2019 Solicitation states a "preference" for FEFO procedures. Many contractors have built their inventory procedures based on DLA's preference.
Questions:
1.1. Confirm that because it is not the practice of DLA to manage the Prime Vendor's inventory or shipments, the contractor has the discretion to select a rational inventory management protocol, which may include FIFO or FEFO.
DLA TROOP SUPPORT ANSWER: The FEFO method is the "preferred" method.

1.2. Confirm that the contractor's inventory management protocol is not part of the Solicitation evaluation criteria.
DLA TROOP SUPPORT ANSWER: The contractor's choice of either FIFO or FEFO is not considered an evaluation factor.
Background: The Solicitation provides: "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."
Issue: The Solicitation expressly requires the Contractor to bear all risk of loss due to product expiration. Pursuant to FAR 52.212-4(j), risk of loss passes to the Government upon delivery by the Prime Vendor at the destination specified in the Contract. It imposes unacceptable risk for the Prime Vendor to deliver food that complies with the product quality and shelf life requirements of the Contract and have the Government reject it months or years later because the Government, through its own failures, failed to manage the product to allow its use within the designated shelf life.
Questions:
1.1. Will DLA remove this requirement and rely upon the shelf life requirements already present in the Solicitation, which become a part of the awarded contract?
DLA TROOP SUPPORT ANSWER: DLA does not intend to revise these terms and the requirements remain the same.

1.2. If not-

1.2.1. Will DLA confirm that the Prime Vendor only bears the risk of loss up until delivery of the supplies to the Government at the destination specified in the contract, consistent with FAR 52.212-4(j) Risk of Loss, unless the Prime Vendor fails to comply with the shelf life requirements of the Contract?
DLA TROOP SUPPORT ANSWER: To the extent title to items delivered under the contract properly passes to the Government, the risk of loss for those items shifts to the Government.

1.2.2. Will DLA remove such risk of loss where the expiration of the product after delivery is without the fault or negligence of the contractor?
DLA TROOP SUPPORT ANSWER: To the extent title to items delivered under the contract properly passes to the Government, the risk of loss for those items shifts to the Government.

1.2.3. Will DLA place an outer limit on the liability (perhaps 1 month beyond the shelf life)? Otherwise, under DLA's language, a contractor may well be required to replace a can of green beans that was delivered ten years prior under a predecessor contract which sat on the Government's shelves.
DLA TROOP SUPPORT ANSWER: To the extent title to items delivered under the contract properly passes to the Government, the risk of loss for those items shifts to the Government.
Background: The Solicitation states "For items produced with shelf life greater than 90 days, no product shall be delivered to customers with less than 30 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor."
"For items produced with shelf life less than 90 days, no product shall be delivered to customers with less than 5 days manufacturer's original shelf life remaining unless the customer grants prior written approval to the Contracting Officer who will in turn notify the Contractor."
Question:
1.3. Will DLA clarify the shelf life requirements for products with an exact 90-day shelf-life?
DLA TROOP SUPPORT ANSWER: If that situation was to arise, the Contracting Officer would make a determination based on other relevant circumstances.
Background: The Solicitation provides "The Contractor may 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)."
Issue: The Solicitation provides that DLA may conduct an audit "at least once per contract period." However, it does not provide any estimate of how many audits would normally be performed. Food audits are burdensome and offerors need to understand how many audits DLA contemplates.
Questions:
1.4. Does the Solicitation require that the Contractor undergo an audit only once during the five-year Contract period?
DLA TROOP SUPPORT ANSWER: This solicitation includes 3 performance periods totaling 5 years. An audit can be performed in any one or more performance period.
1.5. What is the general frequency of food audits?
DLA TROOP SUPPORT ANSWER: A food audit may be conducted during each performance period.
Background: The Solicitation provides: "[T]he delivery schedules listed below are subject to change based on customer needs and such changes will be made at no expense to the Government and will not require a contract modification."
Issue: The Solicitation provides that the Government may unilaterally change the delivery schedules "at no expense to the Government" and without issuing a modification. The frequency of delivery is a material term, as it impacts the cost of servicing a particular customer. In past solicitations, DLA has clarified that the reference to change in delivery schedules only applies to the general delivery dates and does not apply to changes in delivery frequency.
Questions:
1.6. Will DLA clarify its ambiguous language as follow?
Replace Statement of Work, Clause 9. DELIVERY DESTINATIONS AND INSTRUCTIONS, Paragraph A. in its entirety with the following.
Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the CONUS customer's location. No pallet exchange programs will be available for the customers listed in this solicitation. Deliveries shall be scheduled according to the customer's timetable as listed below. However, the delivery schedules listed below are subject to change based on customer needs. Changes to the particular days during which delivery will be made will be made at no expense to the Government and will not require a contract modification, provided that the Government provides notice pursuant to this Contract (Ref. Statement of Work, Order Leadtimes). All other changes, including changes in the number, frequency, or location of deliveries, shall be subject to the Changes clause under this Contract.
11.2 If DLA refuses to clarify such ambiguity, will it confirm the following-
a. The reference to delivery schedules applies only to scheduled delivery days and not to the frequency of delivery.
b. Changes in frequency of delivery will be subject to the Changes clause.
DLA TROOP SUPPORT ANSWER: Delivery schedules provided in the Statement of Work are anticipated schedules, however, these dates and times may change subject to the ordering and delivery requirements of the solicitation, e.g., "Skip Day" ordering. The clause will remain as written in the solicitation.
Background: The Solicitation states that "Many bases may require enrollment in either RapidGate or the Defense Biometric Identification System (DBIDS)." The Navy exclusively uses Defense Biometric Identification System (DBIDS).
Question:
1.7. Does DLA need to update this section to only require enrollment in DBIDS?
DLA TROOP SUPPORT ANSWER:
Background: The Solicitation provides: "The Contractor must achieve Small Business goals identified in its proposal and accepted by the Government. At a minimum, the Prime Vendor will obtain at least 22% 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: 5% from SDB; 5% from WOSB; 3% from SDVOSB firms, and 3% from HZSB firms."
Issue: Prior DLA contracts have stated small business requirements as goals rather than mandatory requirements, in part based on Supreme Court precedence, and based on SBA policy. The 2019 Solicitation contains a new provision concerning mandatory performance requirements for small business effort.
Questions:
1.8. Confirm that the referenced percentages are goals and not de facto quotas, meaning rigid numerical requirements.
DLA TROOP SUPPORT ANSWER: The minimum requirements will remain the same.
1.9. Confirm that there is no penalty for the failure to meet a goal.
DLA TROOP SUPPORT ANSWER: No penalty, however, DLA uses data provided in the required monthly reports as well as the ESRS submission to measure compliance with the contractual performance requirement which is used in CPARS ratings.

1.10. Will DLA amend the requirements to clarify that they are aspirational goals, instead of minimum requirements? If not, why not, given that quotas raise constitutional issues?

DLA TROOP SUPPORT ANSWER: DLA uses data provided in the required monthly reports as well as the ESRS submission to measure compliance with the contractual performance requirement which is used in CPARS ratings. Solicitation language will remain as written.

Question:

1.11. Will DLA amend Column M, from line item #56 to line item #89 to calculate a total?

DLA TROOP SUPPORT ANSWER: When values are entered in Column P by the offeror, the formula in column M will calculate a value for that column.