

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 22
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2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE Aug 29, 2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
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6. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5096	CODE SPM300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE
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8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE300-13-R-1014
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> Jun 19, 2013
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
	<input type="checkbox"/>	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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <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 1 copies to the issuing office.

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

Please be sure to include a signed copy of this amendment with your proposal.
(Continued, Page 2)

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	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>

SECTION 1 – PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference was held on July 11, 2013 at 8:00 AM. The participants were as follows:

DLA Troop Support:

Tom Lydon, Chief, Strategic Material Sourcing Group
Margaret Conforto, Contracting Officer
Zoraya Wilson, Contracting Officer/Contract Specialist
Joanne Bonese, Contracting Officer

Companies:

Advance Pierre
Phyllis Haenichen

Bella Products & Services, LLC
Julio Hernandez

Cargill Foodservice
Mr. Jim Kinslow, Segment Sales Leader

Chicago Meat Authority
Tony Del Nano – Director of Business Develop.
Richard Harsh, Consultant

Fontanini
Jack Bono

Henry W. Stapf, Inc.
Neal M. Smith, Vice President

IPS Marketing
Brian Lewis

M&S Foods
Ty Walker, President

Needham Inc.
Bill Needham

N’Genuity Enterprises
Dustin Thomas

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Omni Custom Meats, Inc.
Curt Sullivan, President

Overseas Service Corporation
Michael Posey, Director of Food Services

Quantum Foods, LLC
Mr. Joe Mancini, Vice President Global Sales
Mr. Roger Wilson, Vice President Operations

Red Cloud Food Service
Don Vigil, VP, and Director of Military Business

Rose Packing
Nick Ledanski Director of Military Sales

All participants were required to pre-register for the conference and to submit in advance any questions or concerns via email to the Contracting Officer. These questions submitted were discussed during the conference as well as additional questions asked by the participants.

The following are all questions asked and/or submitted and DLA Troop Support's responses. Similar questions may have been consolidated for simplicity:

1) **Q:** Is any of the beef in this bid required/needed to be certified HALAL?

Our primary purpose is to support the troops, the requirement was not offered. If however, some type of requirement is needed we will consider.

2) **Q:** Are we to provide pricing for the "Item No" in columns E&F or can we submit individual price on each product description.

Yes, each item requires an individual price based on quantity and description.

3) **Q:** Does the unit price in column E need to include the cost of product plus our distribution fee?

No, Distribution Fees are part of the Prime Vendor pricing strategy and not part of this award.

4) **Q:** In column F, does this need to be filled in with column D multiplied by column E price?

Yes, the attachment to this Amendment, "Schedule of Supplies" is already prepared to accept only the unit price; the totals will automatically be filled in.

5) **Q:** If you plan to use reverse auction how will you keep the cost of goods out of sight of our competitor? Should there be another column for distribution fee?

No, there is not a fee for distribution required. The offerors will see only the lowest price for the individual item (not the name of the offerors) and the lowest aggregate price for the total lot.

6) **Q:** Is this statement accurate: The contracts will be awarded by lot, with Lot 1 being set-aside for small business and Lot 2 being unrestricted?

Yes.

7) **Q:** Will the Prime Vendor be required to stock and order only from the successful contractor or will the military customer dictate product selection as is currently done?

The customer has already indicated the items required and it is based on the Schedule of Supplies provided.

8) **Q:** Will the government not offer option periods under this contract? **No.**

9) **Q:** Please review these figures they appear to be distorted. If the annual value of Lot 1 is approx. 10 million how can there be a guaranteed minimum of 37 million? The maximum for this lot also seems distorted.

Figures are based on a three-year estimate. The items included in Lot 1 (set-aside) changed (see Schedule of Supplies attached). The minimum and maximum dollar values for each lot are detailed on page 14 of this Amendment.

10) **Q:** Again, these figures seem distorted. Can lot 1 have annual value of 123 million? Please review.

See question #9.

11) **Q:** Will partnering associations with brokers or subcontracting with third party producers be permitted?

The Government does not intend to limit offers to only producing manufacturers, brokers, and third party producers. However, keep in mind that strategy tends to add additional cost to a product. The Government's intent is to reduce pricing. For Lot 2, a non-manufacturer may use a third party since it is not restricted. For Lot 1, and Lot 3 a third party may offer only if both the third party and manufacturer are small businesses. See also response to question 42.

12) **Q:** Will provision of assigned GTIN for each item be required?

Yes, the Prime Vendor has requested that GTIN information be part of their tracking requirements.

13) **Q:** Will the Government or Prime Vendor be accepting products delivered and who is responsible for Payment to the awardee? Does the Government take ownership of items delivered to Prime Vendors? Does the Government make payment to the awardee/manufacture or does the Prime Vendor make the payments?

Supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon Delivery of the supplies to a carrier (f.o.b. origin). The Prime Vendor is responsible for payments in accordance with page 9 of the solicitation in the Ordering/Payments Section, Paragraph C.

14) **Q:** The entire payment section as written alludes to the Government, not the Prime Vendor as the agency/ activity responsible for receiving and paying for supplies provided under this award. Is that correct? Please clarify.

The Prime Vendor will be responsible for payment nothing has changed. Please reference page 18 of the solicitation, Paragraph (g) and (h), Invoice and Payment should be Paragraph (g) and (i). This language is superseded by the language in the Statement of Work.

15) **Q:** Has DLA migrated to the SAM system? Should the respondent also be SAM registered?
Yes.

16) **Q:** As this is OCONUS only how will efficient use of shipping containers be achieved when a prime vendor orders only 1 or 2 pallets of a single item? Example: Vendor orders less than a pallet of liver or OX Tail combined.

Both Liver and OX Tail have been deleted with this Amendment. In accordance with 52.247-59 FOB Origin Carload and Truckload Shipments applies (see page 29 of the Solicitation).

17) **Q:** If a third party consolidator is utilized will producer (contractor) be responsible for transportation cost from production point to consolidator location or is FOB origin at production point used? Must this cost as well as the consolidator cost be represented in the offeror's pricing?

This contract is FOB Origin. If a Subsistence Prime Vendor chooses to use a consolidator costs of transport, cost of transport must be born by the Prime Vendor.

18) **Q:** As this is an OCONUS contract, will DTS "Point to Point" shipping be used, as is now the practice? Will DLA Traffic Management division continue to arrange bookings and transport to required port of embarkation and from port of debarkation to the Prime Vendor's facilities?

Yes.

19) **Q:** In accordance with this clause, since all offers are opened at the same time and place would any alternative offers that propose an alternative Schedule (alternative items) or any deviation from the terms and conditions in the Schedule of Supplies be immediately deemed as not technically acceptable?

Minor deviations such as portion cuts, sizes, pound to case change, from the Schedule of Supplies may be acceptable. Deviations must receive customer approval. The attached Schedule of Supplies contains a worksheet/tab titled Alternate Offers. All alternate offers must be recorded on this sheet, including price and description of deviation.

20) **Q:** Since the industry buys or values the raw materials on the USDA Daily National Carlot Meat Report, and since the PPI does not capture the market movement detail of most of the beef primal/sub-primal markets, would DLA consider using weighted average 90 day averages (of selected markets) instead of the PPI? On pricing, can we do ongoing formula pricing instead of 3 month pricing?

The Agency is currently considering alternate EPA strategies in lieu of using the PPI index. Revisions to the EPA clause will be addressed in Amendment 0004.

21) **Q:** Will DLA provide current usage by vendor for these products? Will DLA notify the contractor of planned and scheduled OCONUS troop reductions?

Yes. Quantities are added to the Schedule see attached Schedule of Supplies.

22) **Q:** Can DLA provide additional NAMP numbers or a descriptive specification?

The Schedule of Supplies was forwarded with the solicitation and contained the most up-to-date descriptions available. However, cataloging has provided additional information on specific line items within this Amendment.

23) **Q:** Will DLA notify the contractor of planned and scheduled OCONUS troop reductions?

Yes.

24) **Q:** Have these lots been inadvertently reversed? Please clarify.

Additional changes to the Schedule of Supplies are included with this Amendment.

25) **Q:** Did (or will) DLA-TS consider establishing the cooked product as a separate lot?

Yes. Lot 3 (set-aside) now includes cooked products.

26) **Q:** For Item 2, the price variance between a Top Sirloin Butt and full Tenderloin is expansive. Will additional detail be provided?

Yes. See the attached Schedule of Supplies.

27) **Q:** For Item 3, this category includes items from cubed steak (Select) to Porterhouse steak (Choice). These items naturally vary widely in price. Also, included is Salisbury Steak Fully Cooked. This is a ground meat item and possibly should be in a separate section or in Lot 2. Will individual quantities be provided?

Yes, quantities are provided; see the attached Schedule of Supplies.

***** Salisbury Steak item moved to Lot 3 and Cubed Steak, renumbered to item #25,**

28) **Q:** Please clarify requirement. Lot 1 Item 23 Item description; insufficient information is provided in the Attachment to ensure that a proper price quote is provided to DLA. Beef, Water, and Starch Product is not a clear item description.

This item was removed from the Schedule of Supplies.

29) **Q:** Please clarify with NAMP Specification or other clear product requirement information (ingredient statement) to allow for valid pricing of the product required.

Lot 2 Item 3, Beef Ground Bulk Fully Cooked?

Item states that it is NAMP #136.

30) **Q:** Please clarify if the requirement is for 8, Five (5) pound bags or Four (4) 10 pound bags?

The requirement can be for either 4/10 pound pkgs, or 1/40 pound, or 8/5 pound pkg.

31) **Q:** Lot 1, Item #13 Beef Rib should be included in Lot 1, item 1.

Beef Rib items are covered under NAMP numbers 103-109D. Beef Rib, Ribeye is covered under NAMP numbers 109E-112D. This item was moved to cooked products, item #10.

32) **Q:** Must Package size offered match the size in the description for all items? Example, size in description is 15 LB CS. Must offer match or is offer on 10 or 20 LB Case acceptable? What is maximum case weight permitted?

No, minor changes in case weight are acceptable. Each item on the schedule had prior approval, case weight was determined by the customer.

33) **Q:** Some of the quantities are very low and would not constitute even one pallet per year. This is insufficient for production of items not currently manufactured by a specific offeror. Some items are proprietary to their current producer. Must each offeror proffer a price for all items in the lot?

The items removed because of insufficient quantities are Beef Jerky, Beef Liver, Beef Sausage, Beef Water and foodstarch.

34) **Q:** Please clarify (d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.

The items on the schedule are not subject to the 10% ceiling since they are not of a type that is beyond the “six digit line item” on the PPI.

35) **Q:** Is the 10% ceiling per price adjustment period (3 months), annual or contract life?

The 10% ceiling is not applicable.

36) **Q:** How or will MPA holders interact with the awardee of this contract.

Once award is made for beef supplies, there will no longer be MPA Holders covering the attached Schedule of Supplies. The Beef items from the attached schedule will be removed from the MPA Program/catalog.

37) **Q:** If so, will MPA holders be the primary source or 1st. tier source for beef products.

There will be only one award for per lot for Beef supplies, all other MPA holders offering the scheduled beef products based on the attached schedule, once award is made, will be removed from the MPA catalogs.

38) **Q:** Would the contracting officer consider making this a Service Disabled Veteran Owned (SDVO) Small Business set aside instead of small business set aside?

There is no reasonable expectation that there are two SDVO Small Businesses available to set-aside for SDVO.

39) **Q:** Would the contracting officer consider making the Individually Quick Frozen (IQF) items just frozen only? IQF requires very expensive equipment that is tough for small businesses to have.

No, best processes for the product is IQF and a way to ensure that the customer gets the best quality. In addition, IQF will ensure the ability of the end user to remove an individual portion from the case ILO of having to defrost the entire case.

40) **Q:** Please clarify the proper NAICS for this acquisition.

The NAICS is 311611

41) **Q:** In accordance with clause 52.219-6 incorporated for Lot 1, please specify whether this solicitation requires Lot 1 bidders to perform 50% of the cost of manufacturing?

Yes

42) **Q:** With respect to Lot 1, can a small business purchase product from a large company and still meet the set-aside requirement?

In accordance with:

**TITLE 13--BUSINESS CREDIT AND ASSISTANCE
PART 121_SMALL BUSINESS SIZE REGULATIONS
Subpart A Size Eligibility Provisions and Standards**

Sec. 121.406: How does a small business concern qualify to provide manufactured products under small business set-aside or 8(a) contracts?

Citing:(a)(2): " The end item must possess characteristics which, as a result of mechanical, chemical or human action, it did not possess before the original substances, parts or components were assembled or transformed."

This support documentation applies to DLA'S answer provided. "Yes", as a fabricator he could purchase from a large business since the small business will cut, trim, repackage and size to specification the government's requirements.

43) **Q:** Please clarify if the slaughter and primal separation must be done at an FSIS inspected facility as well as final processing in the event these facilities are different.

Processing must be completed in compliance with USDA and in accordance with the Berry Amendment. Per the solicitation (page 10), the items must be produced and processed in FSIS facility. Slaughtering and cutting is considered part of producing.

44) **Q:** In the event an awardee repacks finished products, please clarify if the "manufacturer's original shelf life" applies to the original company/plant who processed the product or does the repacker determine the shelf life.

The original company/plant who processed the product applies.

45) **Q:** Solicitation specifies a slow-frozen process should never be used for supplier under the contract. Please define a slow-frozen process.

The method of freezing is "IQF"-individually quick frozen only.

46) **Q:** Solicitation specifies vacuum packaging should be used when practical. Please specify if this applies when the corresponding product price will increase to accommodate this packaging.

The Schedule of Supplies identifies which items must be vacuumed packed, price accordingly.

47) **Q:** With respect to Attachment 1, do the quantities represented include volume from CONOP's activities.

Yes.

48) **Q:** Is the awardee responsible in any way to meet a fill rate percentage?

No. The Prime Vendor is required contractually to maintain a fill rate percentage.

49) **Q:** With respect to Lot 1, if a small business does not manufacture the products requested in Attachment 1 is it allowable to include the freight expense from the actual manufacturer's facility to the contract holder's facility in the product price?

Yes. But keep in mind that this will add additional cost to the product; the Governments' intent is low price.

50) **Q:** Should product pricing submitted for this solicitation include the cost of applying a supplemental label, which details military specific information, but varies by Prime Vendor?

No. These items are commercial products and adhere to commercial practices of labeling.

51) **Q:** Should product pricing submitted for this solicitation include the cost of attending DLA Food Audits in every foreign market?

No

52) **Q:** Will DLA represent the manufacturer at their Prime Vendor audits as the specification owner under this contract?

No.

53) **Q:** Should product pricing submitted for this solicitation include the cost of providing military customers and/or Prime Vendors product samples of items contracted under this solicitation?

No

54) **Q:** If the manufacturer supplies the Prime Vendor with products in the amount of time specified for a delivery order in this solicitation is the manufacturer then held harmless for Prime Vendor not in stock situations?

Please refer to "Changes" Section 2 of this Amendment referring to "Business Relationships" paragraph 4.

55) **Q:** Are products supplied under this contract required to conform to the Berry Amendment?

Yes

56) **Q:** Should product pricing submitted for this solicitation include the cost of preparing export documentation, specifically the fees paid to USDA for the inspection and issuance of export paperwork and the courier cost of sending final documentation packets to the Prime Vendor for clearance purposes?

Yes, we are requesting a final product price, USDA fees should be included as your required practice does so now.

57) **Q:** Can a manufacturer use cattle raised and/or slaughtered in a foreign country as a source of raw material?

All items under the resultant contracts must be supplied in accordance with all terms and conditions of the contract including the Berry Amendment and any United States Department of Agriculture grading requirements.

58) **Q:** Can OCONUS Prime Vendors choose to not purchase their beef requirements from the awardees of this solicitation?

No

59) **Q:** Can the contract winner choose to sell all products under cash in advance terms with DLA's contracted Prime Vendor?

No

60) **Q:** If a Prime Vendor requests an item with no pricing under this contract can the manufacturer sell it directly without Amendment to the contracted item list?

Items within the scope of the contract may be added pursuant to 52.216-9006 Addition/Deletion of Items. The Contracting Officer must be notified if an additional item is requested by the Prime Vendor.

61) **Q:** Are the bidders of this solicitation required to own, not lease, property, plant and equipment and employ direct labor to manufacture the products solicited herein for either or both Lots 1 & 2.

No. There is no stipulation for a bidder to own plant, equipment etc., for Lot 2. Lot 1, and Lot 3 small business policy applies.

62) **Q:** For a bidder who is not a manufacturer but a repacker, will independent third party documentation be required for verifying product grade as part of the export documentation packet submitted to the Prime Vendor?

Yes. You can verify but there is no stipulation. Grade is not part of export documentation.

63) **Q:** Are products supplied under this contract allowed to contain meat derived from organs?

No

64) **Q:** Are products supplied under this contract allowed to contain variety meats?

No.

65) **Q:** Are products supplied under this contract allowed to contain lean finely textured beef?

For the ground beef items and/or items derived from ground beef only, lean finely textured beef is allowable up to a 15% maximum.

66) **Q:** Are products supplied under this contract allowed to contain boneless lean beef trimmings?

No.

67) **Q:** Are products supplied under this contract allowed to contain mechanically separated beef (MSB)?

No.

68) **Q:** Are products supplied under this contract allowed to contain emulsified filler materials?

No.

69) **Q:** Are products supplied under this contract allowed to contain meat from dairy cattle?
No.

70) **Q:** Are products supplied under this contract allowed to contain raw material that was frozen after evisceration and stored for several months prior to being incorporated into a new finished product with a new shelf life? For example, trim meat is frozen and placed into inventory, then thawed and utilized several months later in a meatball or meatloaf.
Raw material may be stored for 60 days prior to incorporation to a new product. Shelf life for new processed product begins at time of incorporation; however, products are limited to specific items.

71) **Q:** Are products supplied under this contract allowed to contain fillers, such as soy protein, when used to extend product more than 1%?
No.

72) **Q:** Are products supplied under this contract allowed to contain MSG?
No.

73) **Q:** Are products supplied under this contract allowed to contain high solution percentages when the product description provided does not specify?
No. If item does not specify, then solution is not allowed/required.

74) **Q:** Are products supplied under this contract allowed to contain random sized portions when the product description provided does not specify?
No. All portion weights are specified in the item description. Those items with a “range” in their descriptions are exceptions. Please see Section 2: Clarifications of Terms in this Amendment.

75) **Q:** Should products supplied under this contract be the largest pack size possible to allow for further savings at the point of Prime Vendor distribution?
All sizes are determined by the customer and stated in the individual item descriptions.
Are manufacturers required to provide any sustainability efforts against the solicitation listing of products?
The solicitation requires low-price technically acceptable evaluation, price the only factor. Any additional “efforts” set forth by the offeror is not part of our requirement.

76) **Q:** Are products supplied under this contract allowed to contain ingredients that would increase sodium or fat content in order to provide a lower price point?
No.

77) **Q:** Are products supplied under this contract allowed to contain oils that result in higher levels of trans-fat?
No.

78) **Q:** Based on schedule of supplies, Lot 1 (set-aside), under #1 Beef Ribeye, the description reads “BEEF RIB, RIBEYE ROLL, RAW, FROZEN, US Choice Grade, practically free of

surface fat, individually vacuum packaged, 8-12 pound each, NAMP 112, 1/40 pound average case,” does this have to be a whole 112 piece? Can this product be marinated? Please clarify.

Marinated is not part of the description. The description states a range of 8 to 12 pound roll—40 lb. case. Item was moved to Lot 2, item #5

79) **Q:** Based on the schedule of supplies, where referenced, for example, 8-12 pound each, can we invoice by the pound as it pertains to catch weight items? **Any item that states “average” is catch weight.**

Based on schedule of supplies, Lot 1 (set-aside), under #5 Beef Fajita Strips, the description reads “BEEF FAJITA STRIPS, FULLY COOKED, FROZEN, seasoned, 1/2 inch by 1/2 inch with 2.5 inch minimum length, individually vacuum packaged, 5 or 10 pound bags, NAMP 612, 1/40 pound case,” does this require a primal or grade reference? Does this need to be whole muscle? Please clarify.

No. Must be prepared as required under NAMP 612. A specific grade is not required. Product must be derived from whole muscle product in accordance with NAMP 612. Item was moved to Lot 3, item # 3.

80) **Q:** Based on schedule of supplies, Lot 1 (set-aside), under #7 Beef Round, the description reads “BEEF TOP (INSIDE) ROUND, CAP OFF, FULLY COOKED, FROZEN, rare, prep from US Choice Grade, individually vacuum packaged, 10-14 pound each, NAMP 623A, 1/40 pound average case,” is this deli faced? Can this include a “contains” statement (clarifies solution percentage)? Please clarify.

The description did not state solution percentage; the services did not stipulate this requirement. In addition, the NAMP 623A is derived from NAMP 604A, this item may contain up to 10% solution added. The item description has been updated to reflect this clarification. The Services are using this as an entrée item and not a deli item. Item was moved to Lot 3, item #4.

81) **Q:** Based on schedule of supplies, Lot 1 (set-aside), under #10 Beef Brisket, the description reads “BEEF BRISKET, DECKLE OFF, SLICED, FULLY COOKED, FROZEN, smoked, seasoned, not to exceed 800 mg sodium per 3 ounce serving, 5-7 pound container, prep from NAMP 120 US Choice Grade,, 1/40 pound average case.” As the industry standard pack size for fully cooked items are generally two pieces with a case weight of 10-16 pounds, could the pack size be adjusted? Please clarify.

Customers agreed to a revision of the 5-7 pound per container to 5-8 pound per container. Item description has been modified to reflect this change. Item was moved to Lot 3, item #7.

82) **Q:** Based on schedule of supplies, Lot 1 (set-aside), under #13 Beef Rib, the description reads “BEEF RIB, ROAST-READY, FULLY COOKED, FROZEN, US Choice Grade, rare, marinated with up to 10% solution, with natural juices, 2/10-15 pounds each, prep from NAMP 109,” please verify if this product is bone-in.

Input from the customer, has revised this item description to read: BEEF RIB, ROAST-READY, SPECIAL, FULLY COOKED, FROZEN, US Choice Grade, rare, marinated with up to 10% solution, with natural juices, tied, 2/10-15 pounds each, prep from NAMP 109A.

Item description has been revised on the Schedule of Supplies to reflect this change. Item was moved to Lot 3, item #10.

83) **Q:** Based on schedule of supplies, Lot 1 (set-aside), under #25 Meatloaf, the description reads “MEATLOAF, BEEF, FULLY COOKED, FROZEN, seasoned, with onions and peppers, not to exceed 800 mg sodium per 6 ounce serving, heat in bag, 6/5 pound loaves,” can this be wet pack? Please clarify.

Explain “wet pack”? Do you mean cryovac? Customers have stated their preference for a non-wet pack product. Item was moved to Lot 3, item #15.

84) **Q:** For products within the schedule of supplies with an identifier of select grade, will suppliers be allowed to use select grade or higher? Please clarify.

DLA will take higher grade; however, pricing must not deviate from initial offer.

85) **Q:** Are manufacturers required to certify in writing they have back-up facility plan in place to ensure consistent supply in the event of fire, flood or other event falling under Force Majeure?

No. However, if using additional Places of Performance we require you to indicate them on your offer.

86) **Q:** Are manufacturers required to certify in writing they have back-up facility plan in place to ensure consistent supply in the event of military surge or contingency operation?

No.

87) **Q:** If a service headquarters or military base is not satisfied with the product they are receiving, even though it meets DLA product descriptions as defined in this contract, will DLA hold the manufacturer and Prime Vendor harmless against returns and reimbursements?

Customers will only be allowed to reject product that does not comply with the terms and conditions of the contract.

88) **Q:** If a service headquarters or military base is not satisfied with the product they are receiving, even though it meets DLA product descriptions as defined in this contract, will DLA reimburse the manufacturer and/or Prime Vendor for existing inventory not utilized by the customer but produced in good faith for their benefit.

See #87.

89) Will DLA consider placing fully cooked items in a separate Lot for this procurement?

All cooked items were moved to Lot 3 (set-aside).

SECTION 2- SOLICITATION CHANGES

1) Reference addendum to clause 52.212-4(2) on page 18 of the solicitation; paragraph (g) and (h), Invoice and Payment are hereby revised to read Paragraph (g) and (i). The language defined in Paragraph (g) and (i), is superseded by the language in the Statement of Work, section III (c).

- 2) Reference page 8 of the solicitation, Statement of Work; D. Estimated Dollar Value/Guaranteed Minimum/Maximum is here by deleted and replaced with the following:

Lot 1:

The guaranteed minimum shall be \$4,552,101.05 of the estimated contract dollar value. The contract maximum shall be \$91,042,021.01 of the estimated contract dollar value.

Lot 2:

The guaranteed minimum shall be \$7,670,692.97 of the estimated contract dollar value. The contract maximum shall be \$153,413, 859. 30 of the estimated contract dollar value.

Lot 3:

The guaranteed minimum shall be \$7,872,709.74 of the estimated contract dollar value. The contract maximum shall be \$157,454,194.70 of the estimated contract dollar value.

- 3) Reference page 21 of the solicitation, clause 52.216-9007, paragraph (b) and (c)(ii), Maximum contract limitation and * Annual Estimated Dollar value are here by revised as follows:

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is \$91,042,021.01 Million for Lot 1, \$153,413, 859.30 Million for Lot2, and \$157,454,194.70 Million for Lot 3.

(c)(ii) *Annual Estimated Dollar Value \$15,173,670.17 Million for Lot 1, \$25,568,976.55 Million for Lot 2, and \$26,242,365.78 Million for Lot 3.

- 4) Reference Statement of Work, page 8 of the Solicitation: The following language is added:

VIII: Business Relationships

The successful awardee must establish a business relationship with each DLA Troop Support OCONUS Prime Vendor to facilitate the sale of the items covered by this contract at the established prices. The awardee will notify the Contracting Officer within 20 days from receipt of award if an agreement cannot be reached. Failure or refusal to come to agreeable terms with OCONUS Prime Vendors may constitute sufficient cause for terminating this contract under FAR 52.212-4 paragraph (m) Contract Terms and Conditions- Commercial Items, Termination for Cause.

The business relationships shall be consistent with acceptable industry-standards and good commercial business practices. The awardee and each OCONUS Prime Vendor shall come to an agreement on terms such as delivery lead time, order quantities

(including minimum and maximum), and payment terms. The awardee may impose minimum order quantities to the OCONUS Prime Vendor commensurate with customary commercial practice (i.e. acceptable industry-standards), however, not more than a one pallet load minimum. The delivery lead time established in DLAD 52.216-9007 Contract Delivery Order Limitations (Nov 2011) is only applicable to orders placed directly by DLA Troop Support. The delivery lead time for the OCONUS Prime Vendor will be governed by the established business relationship/commercial agreement.

5) Attachment 1- Schedule of Supplies is hereby revised as follows:

The following items in Lot 1 have been moved to Lot 3:

Item No.	Description
3	BEEF RIB, RIBEYE, LIP-ON, FULLY COOKED, FROZEN, prep from minimum US Select Grade, rare, 12-16 pound each, NAMP 630A, 1/40 pound average case
4	BEEF RIB, RIBEYE ROLL, FULLY COOKED, FROZEN, seasoned, 10-14 pound each, prep from NAMP 112, 1/40 pound average case
5	BEEF LOIN, TOP SIRLOIN BUTT, CENTER-CUT, BONELESS, CAP OFF, RAW, FROZEN, US Select Grade, maximum average surface fat 0.25 inch, individually vacuum packaged, 8-12 pound each, NAMP 184B, 1/40 pound average case
23	BEEFSTEAK (CHICKEN FRIED STEAK), BATTERED/BREADED, FULLY COOKED, FROZEN, not to exceed 800 mg sodium per 4 oz serving, no extenders allowable, 80/4 ounce each, 1/20 pound case
24	BEEFSTEAK, SALISBURY, FULLY COOKED, INDIVIDUALLY QUICK FROZEN, seasoned, not to exceed 800 mg sodium per 4 oz serving, no extenders allowable, w/o gravy, 40/4 ounce each, 1/10 pound case
27	BEEF FOR STEWING, FULLY COOKED, FROZEN, diced, from US Choice Grade, seasoned, not to exceed 800 mg sodium per 3 ounce serving, 10 pound bags, prep from NAMP 135A, 1/40 pound case
30	BEEF FAJITA STRIPS, FULLY COOKED, FROZEN, seasoned, 1/2 inch by 1/2 inch with 2.5 inch minimum length, individually vacuum packaged, 5 or 10 pound bags, NAMP 612, 1/40 pound case
40	BEEF TOP (INSIDE) ROUND, CAP OFF, FULLY COOKED, FROZEN, rare, prep from US Choice Grade, individually vacuum packaged, 10-14 pound each, NAMP 623A, 1/40 pound average case

Item No.	Description
41	BEEF ROUND, SIRLOIN TIP (KNUCKLE), PEELED, SLICED, FULLY COOKED, FROZEN, 5 pound containers, prep from NAMP 167A, 1/20 pound case
42	BEEF ROUND, OUTSIDE ROUND (FLAT), POT ROAST, FULLY COOKED, SLICED, FROZEN, 4-6 pound each, prep from NAMP 171B, 1/20 pound average case
47	BEEF BRISKET, DECKLE OFF, SLICED, FULLY COOKED, FROZEN, smoked, seasoned, not to exceed 800 mg sodium per 3 ounce serving, 5-7 pound container, prep from NAMP 120 US Choice Grade,, 1/40 pound average case
49	BEEF BRISKET, BONELESS, DECKLE-OFF, CORNED, FULLY COOKED, FROZEN, prep from minimum US Choice Grade, 18% maximum solution, maximum surface fat average 0.25 inch, not to exceed 800 mg sodium per 3 ounce serving, 6-8 pound each, NAMP 625, 1/40 pound average case
50	BEEF, ROAST, DELI, SLICED, FULLY COOKED, FROZEN, thin sliced, (0.5 to 1.5 ounce slices), not to exceed 1 gram of fat per ounce, not to exceed 800 mg per 3 ounce serving, 4/5 pound packages, 1/20 pound case
51	BEEF RIB, ROAST-READY, FULLY COOKED, FROZEN, US Choice Grade, rare, marinated with up to 10% solution, with natural juices, 2/10-15 pounds each, prep from NAMP 109
52	BEEF, POT ROAST, FULLY COOKED, FROZEN, with gravy, seasoned, not to exceed 800 mg sodium per 3 ounce serving, 4/6-7 pound bag, prep from NAMP 116A, 1/26 pound average case
53	BEEF, PULLED, FULLY COOKED, FROZEN, seasoned, without sauce, not to exceed 800 mg sodium per 3 oz serving, 8/5 pound containers, 1/40 pound case
62	MEATBALLS, BEEF, GROUND, FULLY COOKED, INDIVIDUALLY QUICK FROZEN, with or without Italian seasoning, extenders/binders not to exceed 30%, prepared from minimum 85% lean ground beef, not to exceed 600 mg sodium per 3 ounce serving, 0.5-1.0 ounce each, 4/5 pound packages, 1/20 pound case
63	MEATBALLS, BEEF, GROUND, FULLY COOKED, INDIVIDUALLY QUICK FROZEN, with or without Italian seasoning, extenders/binders not to exceed 30%, prepared from minimum 85% lean ground beef, not to exceed 600 mg sodium per 3 ounce serving, 1.5 ounce each, 4/5 pound packages, 1/20 pound case

Item No.	Description
64	MEATLOAF, BEEF, FULLY COOKED, FROZEN, seasoned, with onions and peppers, not to exceed 800 mg sodium per 6 ounce serving, heat in bag, 6/5 pound loaves
65	GYRO MEAT LOAF, BEEF & LAMB, CKD, SL, FZN, 4/5 lb co

The following items in Lot 1 have been moved to Lot 2:

Item No.	Description
31	BEEF CHUCK, SHOULDER (CLOD) ROAST, TIED, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.25 inch , 10-14 pound each, NAMP 114A, 1/40 pound average case
32	BEEF CHUCK, SHOULDER (CLOD), ARM ROAST, RAW, FROZEN, US Select Grade, maximum average surface fat 0.25 inch, individually vacuum packaged, 5-10 pounds each, NAMP 114E, 1/40 pound average case
33	BEEF CHUCK, CHUCK ROLL, TIED, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.25 inch , 10-14 pound each, NAMP 116A, 1/40 pound average case
34	BEEF ROUND, HEEL AND SHANK OFF, WITHOUT SIRLOIN TIP (KNUCKLE), BONELESS, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.5 inch, individually vacuum packaged, 1/40-55 pound each, NAMP 161B
35	BEEF ROUND, RUMP PARTIALLY REMOVED, SHANK OFF, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.5 inch, individually vacuum packaged, 1/50-60 pound each, NAMP 166A
36	BEEF ROUND, RUMP & SHANK PARTIALLY OFF, HANDLE ON, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.5 inch, individually vacuum packaged, 1/38-46 pound each, NAMP 166B

Item No.	Description
37	BEEF ROUND, SIRLOIN TIP (KNUCKLE), PEELED, RAW, FROZEN, US Choice Grade, individually vacuum packaged, maximum average surface fat 0.25 inch , 4/8-12 pound each, NAMP 167A, 1/40 pound average case
38	BEEF ROUND, TOP (INSIDE), RAW, FROZEN, US Choice Grade, maximum average surface fat 0.25 inch, 13-17 pound each, NAMP 169, 1/40 pound average case
39	BEEF ROUND, TOP (INSIDE), CAP OFF, RAW, FROZEN, US Choice Grade, maximum average surface fat 0.25 inch, individually vacuum packaged, 8-12 pound each, NAMP 169A, 1/40 pound average case

The following items in Lot 1 have been deleted:

Item No.	Description
43	BEEF SNACK, JERKY, mesquite smoked, minimum 40/0.7-1.0 ounce bag
55	BEEF SAUSAGE CRUMBLES, COOKED, FROZEN, with or without Textured Vegetable Protein, for pizza topping, 1/10 pound case
59	BEEF LIVER, SKINNED, PORTION CUT, RAW, INDIVIDUALLY QUICK FROZEN, Style 17, PSO C, layer packed, 3-5 ounce each, NAMP 1724, 1/10 pound case
61	BEEF, WATER AND FOOD STARCH PRODUCT, SLICED, RAW, FROZEN, thin sliced, philly style, 80/2 ounce each, 1/10 pound case

The following items in Lot 2 have been moved to Lot 3:

Item No.	Description
2	BEEF, GROUND, BULK, FULLY COOKED, FROZEN, 8/5 pound bags, prep from NAMP 136, 1/40 pound case 90% lean, 4/10 lb pg, N#136
5	BEEF, GROUND, PATTIES, FULLY COOKED, FROZEN, flame broiled or charbroiled, 3.5-4.0 ounce each, prep from NAMP 1136, 1/40 pound case
6	BEEF, GROUND, PATTIES, FULLY COOKED, FROZEN, charbroiled or flamebroiled, 128/5 ounce each, prep from NAMP 1136, 1/40 pound case
7	BEEFSTEAK PATTIES, FULLY COOKED, FROZEN, flame broiled or charbroiled, 4.5-5.5 ounce each, 1/40 pound case

- 6) Reference page 46 of the solicitation, Proposals Submissions, is hereby revised to add the following: Offerors must submit an electronic copy of the pricing portion on a CD using the Excel Spreadsheet provided with this Amendment. Offeror must also include a written copy with their binders.

Instructions on how to prepare the Excel Spreadsheet:

When preparing the spreadsheet, all prices submitted must be entered in the “UNIT PRICE column and the “Extend Price” column will automatically populate based on the “QUANTITY” column X the UNIT PRICE column.

- 7) Clarification of Labeling terms for beef products:

COMPLIANCE OF BREADED PRODUCT

FSIS regulations (Directive 7620.3) require that the weight of batter and breading used as a coating for breaded product must not exceed 30% of the weight of the finished breaded beef product. The meat portion of the product thus represents 70% of the finished product. The 30% breading limitation applies to the combination of the weights of the battering and the breading operation(s).

GRADE DESIGNATIONS

The label for all beef items, whose item descriptions specifies a particular grade, must clearly identify the appropriate USDA grade designation. As an example, if the item description calls for US Choice Grade, the label must clearly state “USDA Choice” to be considered an acceptable match to that portion of the description. The use of abbreviations (i.e., CH) or marketing terms (Ann’s Choice) are unacceptable and would deem the item as being an unacceptable match to the item description requirement.

MARINATED vs. SOLUTION ADDED

Below is an excerpt from USDA-FSIS’ publication, [“Food Standards and Labeling Policy Book”, August 2005](#) edition, regarding labeling requirements for marinated.

Marinated - To be labeled “marinated,” a product must use a marinade that is a mixture in which food is either soaked, massaged, tumbled, or injected in order to improve taste, tenderness, or other sensory attributes, e.g., color or juiciness. Time allotted in a marinade depends on many factors, e.g., thickness and size of the meat and strength of the marinade. Marinade should be that amount necessary to affect the finished product, and limited to 10 percent pickup in meat products.

The products supplied under this contract shall not contain higher solution percentages than identified in the product descriptions. Moreover, only items that state “X% max sol” or “marin” may contain solution. For items that state “X% max sol”, solution added cannot exceed the stated level. For meat items that state “marin”, solution added cannot exceed 10%.

PRECOOKED (P/C) vs. FULLY COOKED (F/C)

In an effort to ensure the accuracy of all item descriptions, we will catalog items that have received some degree of heat treatment in accordance with their label declaration in terms of either fully cooked (to include cooked or RTE) or precooked (to include partially cooked). As all food item labels must be approved by the appropriate federal regulatory authority (USDA FSIS for meat and poultry items), we will defer to the wording declared on the approved label.

From [9 CFR Part 430](#):

Ready-to-eat (RTE) product. A meat or poultry product that is in a form that is edible without additional preparation to achieve food safety and may receive additional preparation for palatability or aesthetic, epicurean, gastronomic, or culinary purposes. RTE product is not required to bear a safe-handling instruction (as required for non-RTE products by [9 CFR 317.2\(l\)](#) and [381.125\(b\)](#)) or other labeling that directs that the product must be cooked or otherwise treated for safety, and can include frozen meat and poultry products.

For meat and poultry items, we also reference the definitions supplied in the North American Meat Processors Association (NAMP) publication, *“The Meat Buyer’s Guide”*.

Precooked - Products that have been cooked but may require reheating or additional cooking prior to eating.

Fully Cooked - To be considered fully cooked the product generally must have reached a minimum internal temperature of 148°F and show product characteristics typical of a cooked product: partial bone separation, color, texture, flavor, etc.

ADDITIONAL REQUIREMENTS OF THIS CONTRACT

With the exception of Item 21, Lot 1, Beef Liver, no products supplied under this contract shall contain meat derived from organs.

No products supplied under this contract shall contain emulsified filler materials.

For processed beef products (Meatballs, etc.) – Raw material may be frozen for no more than 60 days prior to being incorporated into the finished product.

With the exception of Item 17, Lot 1, Beef Sausage Crumbles, no products supplied under this contract shall contain fillers, such as soy protein, when used to extend product more than 1%.

No products supplied under this contract shall contain MSG in accordance with the DOD Menu Standards guidelines.

Unless specifically allowed in the item description, no products supplied under this contract shall contain chemical or protein based tenderizers such as ficin, bromelin, or papain.

All portion weights have been specified in the item descriptions, therefore random sized portions will not be acceptable under this contract.

All products supplied under this contract shall meet the case weights identified in the item descriptions.

All products supplied under this contract shall not contain ingredients that would increase the sodium or fat content in accordance with the DOD Menu Standards guidelines.

All products supplied under this contract shall not contain oils that result in higher levels of trans-fat in accordance with the DOD Menu Standards guidelines.

Unless a weight range is specified in the item description, all portion cut items tolerances for NAMP items will be in accordance with the NAMP Guidelines as follows:

Less than 6.0 ounce - ± 0.25 ounce

6.0 to 12.0 ounce - ± 0.50 ounce

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12.01 to 24.0 ounce - ± 0.75 ounce

For items that specify a weight range, no tolerances will be applied and all portions must fall between the stated parameters.
