

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 37
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 13 OCT 04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE SUPPLY CENTER-PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111-5092 POC: MARYANN DIMEO (215) 737-3726	CODE SP0300	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6		
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)			(X) 9A. AMENDMENT OF SOLICITATION NO. SPM300-04-R-0323	
			X 9B. DATED (SEE ITEM 11) 3 SEPTEMBER 2004	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			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.

Offer 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 ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

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

A. The closing date for this solicitation has been extended to 16 November 2004, 3 pm local time.

B. See attached pages for additional information.

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) MARYANN DIMEO	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

This amendment contains two sections, Section I contains actual revisions (adds/changes/deletions) to the solicitation requirements. Section II provides answers to questions which were submitted in reference to the pre-proposal conference. The answers in Section II are provided for clarification purposes only and do not change the requirements in the solicitation.

Section I

The solicitation is herein amended as follows:

Block 8 of the SF1449, page 1 of the solicitation, offer due date local time, is extended to 16 Nov 04. Please note this new closing date in any location which refers to the solicitation closing date.

Amendment 0001, page 33, item 68, the item description should read "UGRA- Heat and Serve supplied as GFM." The category should be "B," and accordingly, you only need to supply your distribution fee for this category.

The Note at the bottom of page 11 which begins "Due to security concerns," delete and substitute the following "Vendors are encouraged to submit alternate proposals which will effectively address the delivery requirements/timeframes within the solicitation. No specific location or number of platforms is mandated by the government in order to accomplish this."

Page 20, para. 3 to the definition of delivered price which begins "For OCONUS purchases," add the following: "Where OCONUS routes represent a recurring requirement, the DTS system will be used and transportation costs should therefore not be included in the delivered price. If however, the government determines that minimum source load requirements will not be met, DTS will not be utilized and the vendor will need to include transportation costs from their overseas point of origin as part of the delivered price. Clearly indicate on your paper submission of the market basket prices where you have included non-DTS transportation costs in your pricing. Vendors should substitute "Overseas Platform," for "CONUS Platform," in the Supply Pipeline chart on page 98 and indicate the country of origin, where an overseas point of origin will be used to support your platform.

Page 24, 19. Estimated Value/Guaranteed Minimum / Maximum: The estimated dollar value under this solicitation is changed from \$6,223,254,775 to: \$5,592,110,275. This reflects changes to the zone 3 estimates incorporated via Amendment 0001.

Page 37, Para. 3 Special PV Personnel, at end add the following: The above describes the present scenario under the convoy system. This is a fluid requirement, based on the requirements of the theatre. Currently, it is believed that no greater than 10 TO's per hub is more realistic. Offered distribution prices and breakout of itemized costs supplied should be based on this lower personnel scenario. Offerors are also invited to submit alternate offers based on other methods of supporting the need to expedite the movement of assets through the convoy system, insuring the efficient forward movement of product to the hub-sites, and timely retrograde of trucks (out of Iraq within 7 days.) Alternate offers should be identified as such and priced separately.

Language in Amendment 1 referring to Page 38, B. ZONE 1 LAND BASED, para. 7 is changed to include the following: "It should be noted that although the average/recommended delivery times to the hubs within the Iraq zone which have been provided to aid vendors in estimating their transportation costs within the convoy system are for deliveries originating from Kuwait, proposals may utilize other points of origin. Kuwait estimates have been provided simply because this is the area where the government has the most knowledge at this time."

a.) Changed to read "North of Anaconda – 10 days"

Page 38, B. ZONE 1 LAND BASED, add paragraphs 7, 8,9, and 10 as follow:

7. An itemized breakout of price is required for costs specific to the TO and Squad Leaders program, elevated insurance costs, vehicle recovery costs, and any other costs you've found necessary to include in your distribution fee which are unique to the expense of operating under these programs.

8. Private Security is not currently permitted within Iraq. However, should CENTCOM allow this in the future, the vendor would be given notice of the requirement and their proposal for private security would be negotiated and evaluated at that time.

9. Should the specific requirement no longer exist (i.e., should the government remove the requirement for TO's, should this system be replaced with private security, or should the zone no longer be considered a contingency zone) the contractor is required to immediately mitigate any costs allocable to the program and the government will adjust the distribution fees accordingly to reflect the absence of these costs.

10. Detailed cost information is to be submitted on Attachment 15 to the solicitation, included in Amendment 0002. All specific costs should be submitted as a per-unit of issue value in relation to the distribution fee, in \$ value per pound or per case to address each unit of measure you utilize within your categories for zone 1 as detailed on page 106 paragraph 3., A. Distribution Prices. Accordingly, on page 119 ADDITIONAL SUBMISSION REQUIREMENTS, add "Attachment 15 to the solicitation, Submission of Itemized Costs Zone 1, required for all vendors offering on Zone 1." This attachment is included in Amendment 0002. Notwithstanding the requirement to submit this information for Zone 1, the evaluation for price purposes will continue to be based on aggregate costs, as stated on page 119.

Page 41, PRODUCT QUALITY: Add the following at the end: "If an offeror does not have a password for the CENTCOM directory of approved sources, they may submit an e-mail request to the contracting officer who will forward the request to the appropriate authorities."

Page 75 bottom, and bottom of page 99 through top of 100, delete all zone specific staging area minimum dimensions.

The clauses related to the fast pay provision as referenced on pages 33, 79, and 253-255 are hereby incorporated by reference into Attachment 6, FAR 52.213-1 and FAR Deviation 04-03.

Page 90, first paragraph as Amended in A0001, The following further explanation is added: "For all information under Factor I (whether sub-factor A or B) joint ventures should submit information as it pertains to each team member, identifying the role and experience of each team member. Joint ventures with a shared history should submit a separate chart as a joint entity to represent this shared history as well as an individual chart for each partner as a separate entity. First time joint ventures would not yet share a common history, but would submit each partner's individual history. In either scenario, each sheet should clearly indicate the team member and their intended role within the current proposal."

Page 100, Technical Factors, Factor 3 – Distribution Systems/Capability add the following additional Sub-Factor:

Factor 3 Distribution Systems/Capability

Sub-Factor D – Asset Control and Management

Although GPS (in some areas) cell phones, and 24x7 customer service among other means of providing asset visibility and assuring throughput of product to the customers are mandatory, indicate clearly any additional measures which you will take to assure the welfare of your staff, equipment, and inventory as well as to assure the safe and timely receipt of intact product by the customers. Provide any alternate, value added ideas which you may have in lieu of the TO/Squad Leaders Program. For Zone 1 offers, indicate any special measures you will take to insure efficient truck repairs and retrogrades and how you intend to insure efficient communications are maintained with the military. Any value added ideas which you add to your support concept may be viewed as enhancements to your proposal.

Napa items are identified as follows. These do not represent an endorsement by DSCP and their inclusion does not guarantee their inclusion on any catalogs which may result from this solicitation, however, they represent current customer preference and prices offered should reflect sourcing the exact items.

Zone 1 – KUWAIT AND IRAQ

890501E591217	SAUSAGE, BREAKFAST	ROSE PACKING CO
890501E592158	BACON, PRECOOKED	DAILY FOODS
890501E593897	FRANKFURTERS, BEEF	HEBREW NATIONAL
890501E594039	BEEF, GROUND	ZARTIC FOODS
890501E595537	CHICKEN, CUT UP	CONAGRA POULTRY
890501E597758	T-BONE STEAK	QUANTUM FOODS
890501E600706	CORNISH HEN	PERDUE
	PORK CHOP, CENTER	
890501E601030	CUT	QUANTUM FOODS
890501E602466	CHICKEN WINGS	PERDUE
890501E603680	TURKEY BREAST	SARA LEE
	CHICKEN BREAST	
890501E604177	FILLET	PERDUE
890501E604311	SHRIMP, RAW	OCEAN DIRECT
891001E596929	EGG PRODUCT	MICHAEL FOODS
891501E593965	FRENCH FRIES	LAMB-WESSON
892001E093929	CRACKERS	NABISCO/KRAFT
892001E099276	BISCUITS	PILLSBURY/GEN MILLS
892001E591172	WAFFLES	CHEF AMERICA
892001E598920	CEREAL, VARIETY	KELLOGGS
892001E601248	COOKIES, CHOC CHIP	OTIS SPUNKMEYER
892501E098039	SYRUP	SMUCKERS
893001E098035	JAM/JELLY ASST	SMUCKERS
893501E094650	SOUP	CAMPBELL
		CUSTOM FOOD
894001E601622	GRAVY MIX	PRODUCTS
894001E601745	PIZZA	SCHWAN'S/FRESCHETTA
894501E096374	SHORTENING, LIQ	CONAGRA
895001E095681	STEAK SAUCE	KRAFT/NABISCO
895001E190115	MUSTARD	FRENCH'S FOOD
895001E591274	SPICE, THYME	MCCORMACK
895001E602197	DRESSING, RANCH	UNILEVER BEST FOODS
		KRAFT/MAXWELL
895501E598334	COFFEE	HOUSE

ZONE 2 – UNITED ARAB EMIRATES AND OMAN

8905-01-E60-0422	BEEF LOIN	RASTELLI FINE FOODS
8905-01-E60-0427	TURKEY BREAST	RASTELLI FINE FOODS
8920-01-E09-9228	COOKIE DOUGH	GENERAL MILLS
8920-01-E59-8920	CERIAL VARIETY	KELLOGGS
8930-01-E09-8035	JAM & JELLY ASST	SMUCKERS
8950-01-E59-7349	MAYONNAISE	UNILEVER – BEST FOODS

ZONE 3 – AFGHANISTAN

8905-01-E59-0074	HAM, BNLS	SMITHFIELD
8905-01-E60-0418	BEEF, ROAST	RASTELLI FINE FOODS
8905-01-E60-0422	BEEF LOIN	RASTELLI FINE FOODS
8920-01-E59-8920	CEREAL VARIETY	KELLOGGS
8935-01-E59-4424	SOUP, CRM OF BROCC	UNILEVER – BEST FOODS
8940-01-E59-4504	BREAKFAST ENTRÉE	MICHAEL FOODS
8940-01-e60-1727	GRAVY MIX	CUSTOM FOOD PRODUCTS
8950-01-E59-0352	RELISH, SWEET	PORTION PAC INC.

ZONE 4 – BAHRAIN, QATAR, AND SAUDI ARABIA

8905-01-E59-1217	SAUSAGE, BRKFST	ROSE PACKING
8905-01-E59-2158	BACON, PRECKD	DAILY FOODS
8905-01-E59-6320	PORK LOIN	ZARTIC INC
8905-01-E60-3342	HAM, BNLS	JIMMY DEAN & BRYAN FOODS
8910-01-E59-6557	CREAM CHEESE	KRAFT FOODS
8920-01-E09-4278	CEREAL BAR	KELLOGGS
8920-01-E09-6676	COOKIE DOUGH	OTIS SPUNKMEYER
8920-01-E59-4271	COOKIE, NTR BTR	KRAFT FOODS
8920-01-E59-8920	CEREAL VARIETY	KELLOGGS
8945-01-E60-2576	SHORTENING	CONAGRA FOODS
8950-01-E09-8437	MAYONNAISE	KRAFT FOODS
8950-01-E59-2920	SPICE, GARLIC	TONES BROTHERS INC
8955-01-E59-8334	COFFEE	KRAFT FOODS
8960-01-E09-9309	ELECTROLYTIC BEV	PEPSICO FOODSERVICE & VENDING
8960-01-E59-0165	BEV BASE, 3 GAL	LYONS MAGNUS

ZONE 5 – DJIBOUTI

8905-01-E09-5329	CHICKEN WINGS	TYSON FOODS
8920-01-E09-4461	CEREAL BAR	KELLOGGS
8920-01-E59-8920	CEREAL VARIETY	KELLOGGS
8930-01-E09-8035	JAM & JELLY ASST	SMUCKERS
8950-01-E59-2920	SPICE, GARLIC	TONES BROTHERS INC

ATTACHMENT – 15

Submission of Itemized Costs –Zone 1

Since you may use your own categories and special services may differ, please feel free to create your own version of this form. This attachment is just an example. Please title your version as ATTACHMENT – 15, Submission of Itemized Costs –Zone 1, and identify all special (contingency unique) services which you have included in your Zone 1 distribution fee, and at what cost per unit of measure. You should also show a total for all “normal,” distribution fee elements per applicable unit of measure. Please note that DSCP is not mandating high risk insurance. This was used as an example because it is one of several items which, if utilized, would need to be itemized.

<u>Category</u>	<u>Unit of Measure</u>	<u>Cost of Each Special Service Per Unit of Measure</u>
Example – Category – 1 Beef (Pre-cut Steaks) (Raw)	LB.	Total of all “normal” dist. fee \$ per LB TO Program cost per LB \$ High Risk Insurance cost per LB \$
Category - 2 Beef (Other) (Raw)	LB.	Total of all “normal” dist. fee \$ per LB TO Program cost per LB \$ High Risk Insurance cost per LB \$

SECTION II

The charts presented at the pre-proposal conference are currently posted to the subsistence website

<http://www.dscp.dla.mil/subs/pv/mideast/mideast.htm>

Q&A Middle East SPV Pre Proposal Conference 10/1/04

First we would like to thank you for your insightful questions regarding this solicitation. They are very much appreciated.

Please be advised that all of the below questions were received from potential offerors before, during and after the pre-proposal conference (both in writing and orally). They are being published in Amendment 0002 so that all offerors will be provided the same information with regards to this solicitation.

1. Can offeror submit quotations from distributors and/or manufacturers?
If so, what is your guideline for the quotation date? Based on the common sense, the date of quotation should be after the solicitation issue date. Please confirm this.

YES, the offeror can submit quotations from distributors and/or manufacturers. The quote must meet the delivered price criteria and should be based on the average delivered price (landed cost) during the full week (Monday through Friday) two weeks prior to the issue date of the solicitation. If no price is available for that particular week, the delivered price used shall be based on the last available price prior to the time specified above. If the price used is not based on pricing for the period two weeks before the issue date of the solicitation, your price should include the date of acquisition. (Page 104)

2. Information provided at top of page 90 would seem to indicate you want us to use the form as provided in the RFP. Are we safe to assume we can use an electronic version with the same information requested but allowing the field for the response to expand as needed?

Yes, you may use the forms as provided on pages 92-94, or create your own template using the exact same block headings, and submit in paper version. For clarity, blocks may be expanded. Also, for supply pipeline, you may use the form on page 98, or duplicate the identical formal electronically.

3. Pg 92, Past Experience – If we have multiple contracts with one organization, that equal large dollar figures; can we add additional blocks to show these contracts separate from our military contracts? Our joint-venture partners have their own vast experience. Can we complete separate past experience factors to prove an overall capacity?

No, additional blocks are not authorized. Past performance charts are required for each team member/joint venture partner in accordance with Subfactor B, Page 91. Please list only the five highest dollar value contracts for each team member (except in the case of government contracts, columns 4 and 5). In addition, see Amendment 0002.

4. Zone 3: Estimated annual sales amount of \$219 million for Zone 3 seems quite high. Is prime vendor responsible for transport of containers from Karachi, Pakistan? Are there any charges that US Government pledged to Pakistani Government when shipments are passing through Pakistan territory? Or, is it Pakistani Government when shipments are passing through Pakistan territory?

Or

is it because of container detention charge? Can you give us what was just food cost?

Amendment 1 has revised the estimate. PV is not responsible for transport from Port of Karachi if shipments are originating from CONUS and booked through the Defense Transportation System. For shipments originating outside of CONUS for which the Defense Transportation System is not used, then any transportation costs associated with delivering the product to the SPV OCONUS Distribution Point is part of the DELIVERED PRICE. See Amendment 0002 for definition of DELIVERED PRICE.

5. What is the startup timeline for zones that have no current incumbent? (Zones 3 and 5)

Today, all zones have incumbents as we are currently supporting these customers via other contractual means. See pages 13 and 14, Paragraph 5, Contract Implementation Effective Period.

6. Can you give an example of the statement, "However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government?"

This statement is located on page 14 of the solicitation and refers to processes that may be required during implementation. Should a current PV not receive an award under this solicitation, DSCP reserves the right to "phase in" customers to the "new" PV in order to assist with the "ramp up" or start-up and "ramp down" inventory/supply pipeline of the "old" PV. This approach has been utilized on previous solicitations and has been successful. Additionally, as stated on this same page, the Government will avert significant and additional over-ocean transportation charges if the new PV considers procuring residual stock from the incumbent as an initial basis for creating his pipeline. In this case, the phased-in approach may not apply.

7. Top core items list has specific listing for unit of issue for all items but no listing for a specific category. Please clarify clearly what is the understanding for unit of issue as compared to unit of measure. Furthermore, in the same top core list there

are items, which could fall under the same category but have different unit of issue.

Please clarify.

Unit of issue is how DSCP issues the particular product and how the customer orders it. PV unit of measure will differ on some items, as normally PVs issue by the case, or lb. It is possible that items could fall under the same category but have different units of issue because of the way it has been cataloged back at DSCP. For example, if you provide a distribution fee for a "category" such as canned vegetables by the "case", and our Unit of Issue is "can", on the market basket you would divide your case distribution fee by the number of cans in the case to come up with the distribution fee per can.

8. Will the FFV, Bread, and Milk remain on the catalog or will it change to BPA?

Yes, these items will remain on the catalog and they may or may not require a BPA; reference DFARS 225.7002-2(F)(1). If the contingency designation is removed, the exception to the Berry Amendment will no longer apply and a BPA will be necessary for perishable items.

9. There are no local approved sources in Afghanistan for FFV and other market ready items. The solicitation requires us to quote distribute prices for FFV and also some market ready items are included in the top core items for Afghanistan. In this case, do we include freight and packaging costs from approved source location to OCONUS Afghanistan in the delivered price?

YES, refer to definition of DELIVERED PRICE and Amendment 0002.

10. Item 13 P 18. 'Airlifts'.

- a. Will reimbursable costs include all CONUS inland trucking charges and fees associated with freight forwarder?

No, the Government assumes this is part of the current delivered price.

- b. If military air is utilized who and how will split invoices be generated and product tracking be coordinated?

We do not see a need for a split invoice and the Government will track.

- c. Item 5 refers to 'deliver goods to customer within 48 hours via commercial air' Question: 48 hours from what? Order receipt? Order confirmation? Order ready to ship?

Item 5 states "MAKE ARRANGEMENTS to deliver goods to customer within 48 hours via commercial air." Theatre clearances may still be pending.

- d. Please advise by zone what Government estimates have been included for commercial airlifts.

For all zones, the dollar estimate provided took into account commercial air costs. Historically, these costs have been extremely minor in relation to the Government estimate provided.

- e. Reference is made to the provision of packaging, dry and wet ice etc. that should be included within the PV distribution fees. What would be the determination on cost responsibility if the PV was asked to support customers outside their contracted zone?

If the demand deems the SPV is not at fault in meeting requirements, then the U.S. Government reimburses the SPV for the cost of airlifting.

In a backup PV capacity, we will negotiate fees accordingly.

11. Are the multitude of costs incidental to the TO and Squad leader program to be figured into the distribution fees, or can the PV expect a separate fee (Zone 1)?

The costs should be included in the distribution fees, hence the separate market baskets for Zone 1 (see page 37). Please refer to all instructions in Amendment 0002 as to additional submission requirements.

12. General Questions – Will dedicated military convoys be authorized in hostile/war zones? If in hostile/war zones, and a total loss of goods was due to a hostile act; what provisions are in place to protect the contractor's delivery schedule and accountability?

Only Theatre Operations Groups authorize military convoys. At the present time, only Zone 1 applied. All risk is on the PV. See page 44, para. 8. RISK OF LOSS and clause 252.225-70XX pg. 281.

13. Will the government accept alternative proposals to provide transportation into Iraq outside the military convoy system with contractor provided security?

At this time, the Government is not accepting alternate proposals to provide transportation into Iraq outside the military convoy system with contractor provided security. Refer to Amendment 0002.

14. For areas, such as Zone 3 "Afghanistan", where there are ongoing combat operations and regular terrorist / criminal attacks, should an offeror be prepared to

include a fixed risk percentage of costs to cover potential loss of fixed facilities or transportation assets? If yes, what percentage should be used and will this be required of each offeror?

Offerors should be prepared to bear all risks associated with operating in a combat zone. This will be a business decision on the part of each offeror. The government is not in a position to provide a percentage estimate.

15. Would it be beneficial to have Distribution facilities in Turkey and Jordan to accommodate the outlined requirements in Zone 1? May the prime vendor adjust the percentages to maximize operating effectiveness and efficiency?

See Amendment 0002.

16. Zone 5: How many Marines are there in Zone 5? How many top-offs during 2003 and half year of 2003 for Navy? Do you intend to have GOCO or we need to secure commercial warehouse?

DSCP is not at liberty to provide troop strengths in any AOR.

Our Office does not know the number of past top-offs but the Navy has expressed interest in this region to perform future top-offs.

There is no GOCO facility listed in the solicitation.

17. Can the 10 case per month demand requirement be raised to 20 cases per month minimum?

No. As an example of why this is an important requirement for this region, there may be injured troops that require special needs type items, (i.e. purees, broths) in addition to our Forward Operating Bases whose populations would not support a 20 case minimum for stocking an item.

18. What is the order receipt time for the T-AFS for zones 1,2,3,4,5? If 10 days, will the PV be given demand data in order to stock appropriately?

T-AFS applies Zones 1, 2, 4 and 5 (primarily zone 2). Market Basket does include estimates. At time of cataloging DSCP will provide detail as to latest demand trends. PV will also be given the opportunity to attend pre-deployment conferences.

19. Do we have to buy NAPA products or can we buy according to specifications?

This requirement is customer driven. If the customer requests the NAPA item, the NAPA item must be provided. If this is in reference to your offered prices, if the item in the market basket is a NAPA item, you must

offer on the specific NAPA item, and the price offered will be minus the NAPA discount, unless the price you receive from the manufacturer is more advantageous to the government. See page 28 (E) and Amendment 0002.

20. In areas where there are no authorized service outlets/representatives for branded beverage and ice cream/yogurt dispensers (especially dangerous areas), how will offerors be expected to fulfill the requirement of providing service of these dispensers?

The number of machines and dispensing heads required will be determined during cataloging or the life of the contract and will be provided to the customer's facility to accommodate the specific needs of each order activity. All transportation and supplies required to repair and maintain the contractor's equipment shall be the sole responsibility of the contractor.

21. Assuming a hostile act has taken place, how do you deal with contractor's delivery schedule and accountability?

We may reprioritize current delivery orders in order to feed appropriately; we normally score PV's in delivery and NIS but we will use common sense in an emergency, unless the PV has done something out of line

22. When does the title of product shift to the Government?

When Prompt Payment Procedures Apply: title passes to the Government when products are inspected and accepted at final delivery point. When Fast Payment Procedures Apply: title passes to the Government upon delivery to a post office or common carrier for shipment to the specific destination or the point of first receipt by the Government if shipment is by means other than postal service or common carrier.

23. Convoy matrix keeps moving, sometimes leaving trucks/drivers behind. If we lose vehicles/drivers, how can we bear responsibility when we leave our hands in the US military?

We have a relatively good historical background of what times were before T/O's, and what they have been since implementation. There has been significant improvement.

24. Vehicles may be held 24/48 hours. What happens if they are held 5-10 days at DFACS? Do we get reimbursed per diem or should we factor this into distribution cost?

It should be accounted for in the distribution fees. In addition there are several communication channels available now to minimize backups. It goes quickly to a relatively high General Officer level for resolution.

25. DTS is not used for shipments originating from OCONUS. Will this always be the case?

OCONUS to OCONUS DTS service is available. The USC contract provides for lift globally. For a non-recurring shipment SDDC would process a One-Time-Only (OTO) request through the carriers. For recurring requirements SDDC would ask the interested carriers to develop and enter rates into the booking system for those routes. These rates and routes would then be available to shippers identically to the CONUS origin routes. Also refer to Amendment 0002, definition of DELIVERED PRICE.

26. It is fundamentally unusual to accept the cost of risk without being fully aware of the risks of tomorrow as conditions change. This may affect the share price of our company.

Nothing in the FAR addresses the effect of risk on share price. We have a current contract in Iraq that is under these conditions and we have chosen to expand this requirement into all zones.

27. P18 reference troop movement/risk of loss. Are there confidentiality issues/restrictions that the PV needs to be aware of?

Nothing in the FAR. This will be up to the combatant commander on how you will operate.

28. The Government states that they will recover vehicles to a point, but in the past this has not happened. If not recovered, do we have a claim option?

No, you do not have a claim option; you are assuming all the risk. If outside the hub DFAC network, army will recover truck and bring it back to the hub DFAC.

29. In regards to GPS, Is CAGO (Contractor Acquired Government Owned) an option?

Best answer at this time, no.

30. In regards to branded product, if not stated in the bid, will we be given a list?

Please see Amendment 0002. We have incorporated brands into the Market Basket. If there is not specific brand stated, you are free to use a brand based on the specification.

31. Is there a shelf life for chilled product?

Yes, there is a shelf life for all products (see p.42).

32. For the NAPA items, the brand is not in the description but it is referred by the NSN/LSN. Do you want the brand item quoted?

If cited in market basket, use that brand. You must offer on the NAPA item, minus the government discount. See Amendment 0002.

33. Is the "Contractor in the Battlefield" clause in conflict with Force Majeure?

The concept of "Force Majeure" addresses excusable delay or nonperformance due to Acts of God and not "Acts of War", therefore, it is not in conflict. See Contract Clause 52.212-4(f).

34. Brands should be ID'd on the market basket.

See Amendment 0002.

35. It's taken 26 days for some trucks to return from Iraq? We believe the convoy estimates are inaccurate.

The data is the government's best estimate at this time.

36. Refers to Q19. Does NAPA apply to Market Ready?

No, NAPA does not apply to market ready items.

37. Reference to convoys, is there a specific amount of insurance required?

We do not have specific requirements for insurance.

38. We can not get insurance to cover us. You are expecting us to accept unlimited liability. Our own convoy protection has worked to date.

We have no control over this. This directive was passed down from DoD. If a vendor is giving his best efforts, we will be a little less harsh in evaluating contractor's performance. Awaiting Zimmerman

39. Clarification on non-recovery trucks. If the U.S. destroys the vehicle with our product in it, this is not a hostile act. Where do you stand on that?

You can file a claim under the Foreign Claims Act "10 USC 2734". It has an exception for contracts, so DSCP is exempt. However, you can file a claim against the Army.

40. Can the DSCP COR (Contracting Officer Representative) specify insurance to carry?

No.

41. Does the Defense Based Act apply to the Middle East solicitation? In addition, Jordan should be added to list of qualifying countries under Balance of Payments Program Act.

No, the Defense Based Act applies to public works contracts and this is a supply contract. Jordan is not listed as a qualifying country under the Balance of Payments Program. Please see DFARS site 225.872-1 for a list of qualifying countries.

42. Under amendment 1 regarding Zone 3 (Afghanistan), the solicitation details that if an order can not be filled by the PV, DSCP may call on a European PV to satisfy the order. How often do you predict this will occur?

This is would be only in an emergency situation and we do not foresee this situation happening often, as the European vendor would be the third or fourth option.

43. Is there standard liability insurance that we will require on the product for transportation?

The decision to insure or not to insure is entirely up to the offeror. Apply any associated cost for insurance to your distribution fee.

44. P.71 states that the host nation of responsibility is to move cargo to FOB. What does this mean?

The PV's responsibility will end at Bagram/Kandahar. The Army has a contract with the host nation and will provide vehicles to move supplies to FOB's.

45. Does the PV bring FFV/GFM to the warehouse?

The PV will bring product to the warehouse. The government will bring product to the warehouse as well.

46. What is included in MWR orders?

Historically, the office orders market ready items and FSO items. In

addition, MWR is planning to set up American chain restaurants such as Chili's and we may be a potential supplier of these items.

47. P.112 references socio-economic factors. How does DSCP define this factor?

As stated on page 111, "socio-economic goals are rated on a comparative basis among offerors." DLA does not establish sub-contracting goals. As further explained on page 112, "When calculating socio-economic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent/distributor that may have supplied the product to the prime vendor." Requirements for formal subcontracting plans approved by DCMA may differ from this. We specify the criteria on which we evaluate the factor and this is also the expected format for the monthly reports.

48. Are small disadvantaged distributors/holding groups included in the socio-economic factor?

As stated on page 111, "socio-economic goals are rated on a comparative basis among offerors." DLA does not establish sub-contracting goals. As further explained on page 112, "When calculating socio-economic goals, the business size of the manufacturer is to be considered, not the business size of the broker/agent/distributor that may have supplied the product to the prime vendor." Requirements for formal subcontracting plans approved by DCMA may differ from this. We specify the criteria on which we evaluate the factor and this is also the expected format for the monthly reports.

49. Is there a limit to when a customer can return product?

Once the customer signs for the order the title is turned to them. But at times it does depend on the zones and the circumstances and if the invoice is signed it will be considered a latent defect. We do not foresee this to be a major problem however.

50. Is Class 1 material the same as Class I product?

Both mean Subsistence or food items.

51. What is the cost of food shows and what is involved?

Food shows are an effective channel for PV to market their manufacturers' products and for customers, manufacturers, and distributors to meet in order to introduce new products and provide discounts. DSCP does not foresee food shows to be a common occurrence in the Middle East due to its contingency status. If it were to happen, DSCP would only have a food show that is in a realistically safe/stable area.

52. Does a PV make a claim if the PV does everything right and the customer is at fault (i.e. improper ordering)?

Yes, but as the PV you will have a historical trend of orders and when orders seem extreme the PV should question such orders before satisfying, which is standard commercial practice.

53. There are estimates for North and South of Anaconda (will be updated in Amend 2 from Scania). Can an estimate be provided for the area West of Anaconda?

At this time there are no estimates available. Numbers provided are based on deliveries from Kuwait only.

54. Is the PV responsible for RF tags?

At this time, unless it is a ration item, if you are moving product from CONUS to a facility, there is no bar code requirement. If going from CONUS to the customer directly, you will have a bar code requirement. It is not the PV's responsibility to do the tagging; that duty is fulfilled by KBR/Army.

55. Are facilities within Afghanistan and Iraq allowed?

Afghanistan facilities would be allowed. We do not foresee facilities in Iraq; however, this does not preclude you from it. If you were to have a warehouse in Iraq, you would have to arrange where to pick up inventory as DTS P2P is not an option in Iraq.

56. Zone 3 – For example, say a customer is added that is >6 days away (in NW Afghanistan)? Can we revise distribution fees?

Significant changes to the original requirements may result in DSCP re-negotiating distribution fees.

57. Pork products? What happens if truck gets into an accident?

Our research has indicated that even if a trans-load was required due to an accident or vehicle breakdown, the original exemption letter provided by the Government/Customs Office designating the product as "diplomatic cargo" will suffice. Do not attempt to move any pork product via truck through Saudi Arabia.

58. Should the PV show distribution fees as a back up for another zone?

DSCP would negotiate such fees post award.

59. Technical proposal Factor E details that there should be no reference to price but how does the PV submit that information without the price?

We will make sure not to pass the pricing information on to the Technical panel.

60. Camp Doha wasn't referenced on the Kuwait portion of the solicitation.

Camp Doha is referenced on page 67 of solicitation.

61. "What percentage of the 70 items in the market basket is included in the total required subsistence to Zone 3."

The market basket items do not equate to a specific percentage of the total annual subsistence business for the zone. The market basket simply includes usage quantities for high usage items which represent the spectrum of projected distribution categories.

62. Does a Service Disabled Veteran need to have an established business in CONUS to be qualified for this contract?

If a business is required, would a new establishment meet the obligation?

What does the DSCP/DLA consider a Joint-Venture contract in regards to SDVC?

What is the minimum criteria a SDV must meet to qualify in regards to a SDVC Joint-Venture Contract.

Since the Joint-Venture SDVC would be in Kuwait, How does this effect the contract in whole as far as taxes?

A service-disabled veteran owned firm may joint venture with other SMALL BUSINESSES as long as when combined with all affiliates, the joint venture meets the small business size standard requirement. In addition, the joint venture must have a written agreement that specifically names the service disabled veteran owned firm as the managing venturer, and states that not less than 51% of the net profits will be distributed to the service disabled veteran owned firm. Also, SDVO non-manufacturers must comply with the requirements of the non-manufacturers rule. It must supply the end items

of

a small business manufacturer or processor in the U.S.

DSCP cannot provide any tax information.

63. Pg. 10, #1, Zones – Can a proposal be issued for selected zones? Or is it required to submit a proposal for all five zones?

Yes proposals may be submitted for selected zones.

64. Due the complexity of this procurement, will the Government consider granting an extension of the proposal due date?

The Government will consider granting an extension if conditions warrant. See Amendment 0002

65. How important are historical fill rates of the incumbent PV's in all five zones?

Please refer to Past Performance history chart.

66. What do you mean by technical in “technical and past performance when combined is: significantly more important than price?”

Your Technical Factors as outlined on page 240.

67. In the case of a menu driven inventory, will the PV be held to the small business/minority owned business goals that they have? For example, if the items dictated to stock are not available from those types of sources?

Yes, the PV goals will need to be set to reflect this situation (if applicable) and the proposed goals will need to be achieved.

68. Does a potential offeror qualify for substantive Prime Vendor-type experience for supplying prime vendor-type products to a theater of operations but not actually distributing in the theater of operations? Will an offeror be credited with relevant support in supplying customers in dangerous conditions, if the offer or actually does not perform deliveries into the dangerous area?

All risk associated with operating in a contingency area is on the PV and should be incorporated into the distribution fee. See pages 48 - 57, paragraph 8. RISK OF LOSS, 9. and 10. Additionally, pages 281 thru 288.

69. Item 19, P 24. Are the maximum value expressed accurate?

YES

70. Maximum dollars are incorrect? 3 times is the number.

Maximum dollars are correct as DSCP reserves the right to shift support to other PVs depending on the dynamic environment.

71. For all 5 zones in the solicitation please advise the anticipated \$ value of Class 1 items along with case volume estimates. This should be separate from other contingent values that may be contained within the stated 'estimated annual sales' for each zone.

Case Volume Estimates will not be provided except for Operational Ration type items. The market basket is another source of information for estimating purposes, along with the estimated dollar value.

72. Could you please explain the structure and factors for the estimated yearly \$ amounts for all zones? Please elaborate. We are looking for the determination of the cost of product.

No, we do not disclose our estimating processes.

73. Zone 3: Is FFV/FSOS inclusive of \$219 million or is \$6 million separate from \$219 million?

INCLUSIVE Amended to \$145M

74. Can you give us a rough estimated sales amount of FSOS in Zone 3?

FSOS items were not represented in the Market Basket and therefore an estimated sales amount will not be provided.

75. Pg. 100, Resource Availability – Any required MHE in this tender would need to be known to properly disclose this availability. Is there any projected number of containers to be shipped? What is the projected number of shipments in a given zone? What percentage of these shipments would require air freight vs. land freight?

Estimates for required MHE is the responsibility of the offeror. DSCP has provided good faith estimates of \$value and quantities contained in the market basket of items.

76. Annual dollar estimates-the solicitation states that the dollar amount includes airlift cost. Does these estimated dollar amounts include: FF&V procurement and delivery? Bread procurement and delivery? Dairy procurement and delivery?

FSOS procurement and delivery? Water and soda procurement and delivery? Health and care procurement and delivery? Ice procurement and delivery? Food preparation equipment procurement and delivery? Could the government breakdown the estimated dollar amounts into subcategories above?

No.

77. Item 5, Page 13 details mobilization periods for non-incumbent PV. Please advise those zones that you consider an incumbent contractor to be present.

All Zones currently have an incumbent.

78. When (estimate based on \$ depletion) will current contract expire? How will this adjust the timeline for PV incumbency changes on page 13?

DSCP cannot project future dollar expenditures under the current contract or when the maximum dollar ceiling will be reached. Regardless, it will have no affect on the timeline for PV incumbency changes.

79. What happens to duty-free inventory at the end of a contract that a follow-on contractor will not purchase and the government does not want but is within acceptable shelf life?

The Government has multiple options to assist with draw down of residual stocks and will discuss with current PV at the appropriate time.

80. If an adequate refrigerated warehouse is not possible both near bordering nation or within Afghan, would you give us 2 months of time to refurbish an old existing warehouse at our cost? If we have a warehouse in Kabul but need to upgrade to meet Vetcom standard, we need to refurbish in 30-45 days after award. Provided that we give you blue prints and layout of the building plan, would you consider this as viable RFP? We shall meet your deadline so that servicing food distribution will take place within time frame DSCP imposes.

Implementation timeframes are clearly stated on pages 13 and 14. You must be able to demonstrate the ability to meet these timeframes.

81. What does the words "following items" in the above paragraph refer? Does it refer to the whole market basket items or specific certain items?

Whole Market Basket

82. What does the words "the average delivered price" in the above paragraph mean? For example, if we have three landed prices during the specific time frame, do we have to average those three prices and put the averaged price into the spreadsheet? And accordingly, do we have to attach those three invoices for that specific item?

YES. YES

83. Page 106 of 356 (under Point 3) requires distribution pricing to be given in the same manner in which the offeror sells the product, i.e. LB or CS. We may have items in the same category where products may be sold CS or LB, since this is decided by DSCP based on NSN. Please clarify.

As stated, distribution pricing for categories is according to how the “offeror” sells the product and has no relationship to DSCP’s unit of issue.

84. Page 21 of 356 (under “Item Categories”) states that distribution prices are to be offered for the listed 42 categories based on the unit of measure mentioned in the list. However, unit of measure has not been mentioned in the categories listed on this page.

Offerors are to provide their own unit of measure for these categories (with the exception of those listed) and provide their distribution fee for this category based on same.

85. Pg 24, #20, Option: Notes – What is meant by: By annotating the offeror’s yearly option percentage change?

Page 25. Should the offeror deem it necessary to change their distribution fees for any of the options years provided for under this solicitation, this change (by percentage) must be provided. Please note that acceptance of the options are mandatory.

86. Page 105 of 356 states that the offeror can create 50 categories of their own. If offerors create their own categories and assign to the top core list, how can different categories from different offerors be compared for fair evaluation of business proposals?

All categories of items are covered in the market basket. This will have no impact on evaluations as prices are based on an aggregate calculation.

87. The solicitation recommends 42 categories plus 8 mandatory categories. The solicitation also states that offerors may create their own categories. Is it a definite advantage to use the suggested 42 categories (meaning preferred by DSCP and technical evaluation panel)?

This is a business decision on the part of the offerors.

88. If the offeror defines their own distribution categories, do they also assign their own unit of measure for each category?

Yes.

89. If an RDD is within 6 days, and the actual DD turns out to be after six days due to reasons beyond the PV’s control, will a new price (receipted price) be acknowledged by DSCP? IOW, will a new invoice be necessary to meet the end customer’s new catalog he is seeing at the time of receipt? Or will the PV be expected to invoice at the old price while the Customer receipts at a new (updated) price?

No, if the RDD is within 6 days, then the price will be at time of order, regardless of the circumstances.

90. Pg. 72, #4, Fill rates – Minimum fill rate is 97%. If the Government reduces the quantity lower than the required rate, will there be any detrimental action to the contractor for failing to supply required fill rates? If in the case of a disease breakout such as “Hoof & Mouth”, or similar problems that resort to sourcing to another regional or nation for supplies, what action will the USG hold on the contractor for failing to meet a required fill rate?

The fill rates are calculated by the number of cases ordered divided by the number of cases filled. In no instance will the Government reduce the required 97% fill rate. DSCP takes into account all market conditions when reviewing/analyzing fill rates.

91. Page 96 of 356 (last Para) states that “current catalogued items” is attached to the solicitation as an attachment. However, no such attachment is found in the solicitation.

Attachment was made part of Amendment 0001.

92. When offeror is going to use and buy from the broad line distributor such as US Foodservice or SYSCO, can the offeror use manufacturers’ invoices issued to those distributors, US Foodservice or SYSCO, during the week of 15 Aug. 2004?

Yes, however, refer to the definition of delivered price.

93. The phone number listed for Unistel Continental Developmental Services, Inc. is no longer in service. Please provide correct contact information.

The correct phone number for Jack Pipes at Unistel is 585-224-0960 X0960

94. Do you intend to let PV to have BPA and we are able to source local/nearby nations’ FFV? Bread and bakery?

DSCP may or may not utilize a BPA depending upon the circumstances.

95. You provided the weight in lbs for the FFV, could you provide the total weight for the A-rations in all zones?

No, the market basket provides estimated quantities.

96. Should we propose separate fees for tri-walls for airlifts since they are so expensive?

No. Stated on page 19 of the solicitation.

97. Please clarify the requirement for airlift approval from CENTCOM on page 18. Is this statement potentially only required for Zone 1 (Iraq)?

No. For all zones airlift approval is required for lift direct to a military site and the airlift originates from the CENTCOM AOR. FF&V exclusive shipments are exempt from this process.

98. Item 4, LMR items P 13. Are the estimated volumes net weight or gross weight inc. of packaging, tri-wall, wet ice etc.

Product weight. I.E. the weight ordered is the weight of the item to be delivered.

99. Are we reimbursed for the cost of the tri-wall containers, dry ice costs for airlifts?

No. All costs associated with airlifts are the responsibility of the PV.

100. Do we receive reimbursement only, or a separate fee in addition, due to interest costs for contracts with commercial air carriers, where we have to pay the carrier?

The Prime Vendor will receive reimbursement only as stated on page 18 of the solicitation.

101. The solicitation states that the successful awardee will be responsible for all the airlift cost incurred for dry ice and packing if the government requests the airlift at no fault of the contractor. Consequently, there is no line item for billing these variable cost back to the government in hopes of recovering the money. In addition, there is no logical way of predicting how many contingencies will require airlifts. How is the contractor supposed to estimate this cost or control this cost?

If the demand deems the SPV is not at fault in meeting requirements, then the U.S. Government reimburses the SPV for the cost of airlifting.

The U.S. Government does not anticipate routine deliveries via airlift and therefore the respective special packaging.

Any costs needed to get perishable products safely to your overseas facility are billable as part of Delivered Price.

102. Pg. 19, #13, Airlift – Is US personnel required with Security clearances for monitoring the tracking systems? For cost evaluations: Estimate number of Tri-walls for shipping with wet or dry ice required. Who will keep the contractor updated on “scheduled” changes in airlift transportation? Will all TDE (pallets, nets, and straps) be provided by the USAF, or contractor? What if an AMC flight cancelled after arrival in an APOE/D? Will contractor pay for all charges relating to this USG delay in shipment?

At this time US personnel with security clearances are not required. The Government has provided estimates (in lbs) of required FF&V. In good faith, the Government does not estimate a significant number of deliveries requiring additional packaging such as tri-walls, with wet or dry ice. CENTCOM's Air Mobility Command along with DSCP Contracting Officer's Representative will assist in keeping the contractor updated on scheduled changes in airlift transportation. Government furnished equipment will not be provided unless special aircraft requiring same is utilized. The U.S. Government is not liable for product loss due to flight schedule changes.

103.If the Government schedules an air shipment, and we show up for pick up, or delivery to the aircraft, and schedules change, who pays for the attempted delivery/pickup, truck cost, deteriorated shelf life, etc.?

Page 19 of the solicitation states the U.S. Government will not be liable.

104.Page 19 of 356 states that cost of triwalls and ice for airlifts to be included in the distribution fees. Airlifts will be exception but not norm. If this is included in the distribution fee, this will unnecessarily hike up the distribution fee for all categories under normal transportation mode. Would it not be more advantageous for DSCP to treat this as an add-on at actuals in case of airlifts?

Impact will be minimal. Gov't provided FFV estimates. It is the SPV responsibility to find sources for these items and offer a price based on our lead-times requirements.

105.How can drivers be limited on a paid per trip basis when they are under complete control of convoy commanders (Zone 1)?

All market research reveals that for incentive purposes and control of the delivery process, drivers should be paid on a per trip basis. In addition, theatre Operations Groups prefer this procedure.

106.(Special Personnel) Squad leader (convoys) to the end customer? When follow the order is stated, is that meant literally? Again, is this cost separate, or part of distribution fees?

Yes, Squad leaders are required to accompany the convoy. The cost of this service will be part of the distribution fee.

107.Are security requirements costs paid separately or part of the distribution costs?

Distribution fee.

108.Which criteria will be used to compensate a vendor for a vehicle lost in battle?

No compensation will be made, therefore, there is no criteria. See 8. RISK OF LOSS page 48 and clause 252.225-70XX pg. 281

109. In a wartime environment, under which circumstances can we expect reimbursement for those costs due to loss of drivers and vehicles?

Note, this question was re-worded.

All risk associated with operating in a contingency area is on the PV and should be incorporated into the distribution fee. See pages 48 - 57, paragraph 8. RISK OF LOSS, 9. and 10. Additionally, pages 281 thru 288, clause 22.225-70XX.

110. Since Vendors don't control the convoys in Zone 1, and are under the direction of the military commander, how will PVs be compensated when trucks are gone for long periods of time.

Note, this question was re-worded.

Amendment 1 covers expected timeframes. PVs will not be compensated separately if trucks are gone for a longer period of time.

111. Is there a security restriction on using Iraqi drivers or helpers as far as transportation and deliveries?

NO

112. Contractor equipment traveling in US Military convoys-if the equipment is lost, damaged or destroyed, what are the contractor's options for recovering his cost for lost equipment?

See page 48, 8. RISK OF LOSS

113. Do empty returning trucks stay in US Military convoys or after unloading return on their own without military escort?

Military Escort is used.

114. Can the future PV make requests for military escorts in all zones where applicable?

No.

115. Who pays for the GPS requirement from CONUS to the PV, and in turn from PV to the customers?

There is no GPS requirement from CONUS to the PV. Vendor is responsible for GPS requirement in Iraq Zone 1 See page 38.

116. Will Zone 1 Transportation costs have to be included in the Distribution Fees?

Yes

117. Will SDDC directly coordinate the movement of containers at OCONUS Turkey for Zone 1?

Yes via Point to Point shipments from CONUS supply points to the SPV place of performance in Turkey.

118. Will the Distribution Fee be the same for Kuwait & Iraq?

There are two market baskets provided – this will be at the offeror's discretion.

119. Would the government consider a warehouse in the future within Iraq after security stabilizes?

There is nothing in the current solicitation that prohibits you from offering from a platform in Iraq. NOTE: If an offer is made based on a platform in Iraq, DTS Point to Port distribution will be utilized and additional costs of draying the product from the port to the platform in Iraq will be borne by the contractor as part of delivered price.

120. Pg. 11, #2, Zone 1 – How will the cost be adjusted for changes in delivery points? Modifying a distribution point in % from a location may have a cost not projected in the proposal, so how will the change be accounted for to the contractor? IE: Estimated that Kuwait will have 65%, Jordan 23%, and Turkey 12%, so if Turkey was to change to 40% and that change is not accounted for in the means of storage facilities, transportation, etc.

See Amendment 0002.

121. Are all deploying personnel required to possess the Geneva Convention ID card?
P49

Yes.

122. Zone 3: Can we (PV) use Kandahar and Bagram army warehouses as GOCO? If not now, how about early 2005?

There are no provisions in the solicitation for use of a GOCO in Kandahar and Bagram, nor are there any plans to do so in the future.

123. Is US Army convoy to be provided from warehouse in Pakistan to bases in Afghanistan? What about within Afghanistan if we have bases within Afghanistan territory? (Example: Kabul to Herat: Do you provide US Army convoy on this route? Or from Kabul to Kandahar?)

No military convoy will be provided in Zone 3.

124. Zone 3: Page 71 of 356 reads "the host nation has the responsibility to move cargo to the Forward Operating Bases: We are not too clear if this will be part of prime vendors job or not.

This is not a Prime Vendor responsibility.

125. What is the current and projected BDFA for Afghanistan and Djibouti?

REQUEST FOR THIS TYPE OF INFORMATION SHOULD BE SUBMITTED THROUGH THE FREEDOM OF INFORMATION ACT GUIDELINES.

126. Is Zone 3 "Afghanistan" an area that will be using the US Army's 21 day CONOPS menu during the performance period of SPM300-04-R-0323?

YES

127. Does the government have an objection of a warehouse with Afghanistan for Zone 3?

This is a business decision on the part of the offeror.

128. Page 71 states that the Host Nation has responsibility for moving cargo to Forward Operating Bases (FOBs) in Zone 3. What if the Host Nation is unable to perform this function and the Prime Vendor is requested to do so – will the distribution fee be renegotiated and will force protection support to FOBs be provided by the US Military?

All changes to Statement of Work requirements under any resultant contract will be negotiated with the PV. DSCP does not foresee any PV delivering directly to the FOBs at this time for Zone 3.

129. Since there is no fully operational prime vendor platform in Zone 3 "Afghanistan", what will be the implementation schedule be for Zone 3?

The implementation schedule for Zone 3 is as stated in the solicitation, pages 13 and 14.

130. What becomes of the products warehoused in CONUS, OCONUS, and in the pipeline, when a Ship, or other customer changes their requirement?

Changes in requirements are a prime vendor risk, however, DSCP has been actively engaged in assisting PVs “ramp down” in these instances. DSCP has required an aged item report and will also assist in promoting these items to other customers.

131. Which other classes of supply items might we be requested to distribute?

All Classes of supply. See page 13, No. 3.

132. Item 31, P32 states that ‘...to the best of DSCP knowledge at this time importation of subsistence items and other supplies limited for US Forces shall be free of duties and taxes.’ If this is not the case or should it change during the period of the contract would DSCP permit the PV to add any duty or tax to the cost of product through an 832-catalog update?

YES, provided the updates are approved by KO first.

133. What is the suspense for allowing the customer to change an order?

Page 39 states for T-AFS; no later than 6 days prior to RDD.

Amendment 1 states for land based customers, changes permitted up to 24 hours after order placement and for Navy End Use Ships, no later than 6 days prior to RDD.

134. Will the overstock resulting from stocking for a non-existent T-AFS become the financial responsibility of DSCP?

No. However, DSCP will assist in marketing excess stock to other customers/PVs. The required “Aged Item” report will assist in this process.

135. Pg 16, #9, Cargo Items – The bi-annual change to weight, packing, and cube according to the U.S. Navy is unknown currently. Therefore, how will the cost be estimated in the proposal for the contractor to accommodate these changes? Will the contract be modified to meet these requirement changes by the US Navy?

DSCP cannot foresee these changes impacting the distribution fee. There is no historical record of these changes requiring distribution fee adjustments.

136. On page 107, it lists the qualified countries, for product purchases, does this mean that we are allowed to purchase any of our products from these places, i.e. Egyptian Chicken?

Yes, be advised that subject to clause 252.225-7001 – Buy American Act and Balance of Payments Program and Provision 252.225-7000 same title, and as long as the product comes from an “approved source”. Page 41, para. 4.

137. Item E (2), P119 refers to 'non qualified country', 'qualified country', 'domestic offers'. Please clarify further these definitions and how this impacts on Berry compliance.

NOTE, U.S. Government's preference remains U.S. Domestic Sourced Product.

138. Item 4, P 41 'Product Quality' Please advise how this relates to Berry compliance?

Information in this paragraph does not relate to Berry compliance..

139. Can we obtain CENTCOM listing for approved local vendors?

Website to VETCOM's Directory of Sanitarily Approved Food Establishments is listed on page 41. In addition, please see Amendment 0002.

140. What timeframe do you anticipate for approval of substitutions of items or brands?

Automatic substitution lists may be developed at the time of cataloging.

Amendment 1 adds the timeframes. Within 6 days of RDD for all Navy Ships and within 24 hours for land Based Customers upon receiving notification from the SPV.

141. What is the procedure for product inspection and acceptance on navy ships?

They will be the same as for land based customers as listed on pages 63 through 67.

142. Does a signed invoice mean that product has been inspected and accepted and that payment has to be made in full?

Yes, unless otherwise annotated on the signed invoice (short shipped, damaged, mispick, etc.) However, latent defects could arise and adjustment must be made.

143. Pages 64/65 – When will an item not be subject to rejection anymore? A day? Prior to the next delivery? week? A month? After delivery? Please give us an exact time frame.

Timeframes for rejection of product varies and is not possible to determine based upon circumstances. If it is a latent defect, meaning that the defect was only found when the food preparer opened a box of canned tomatoes for use that night and he found one to be exploded, severely damaged, etc., this case could have been delivered a month previous to its use. If the damage is apparent, they would reject it that same day.

144. Please clarify: In what instance may a customer "NOT" reject a product?

The only instance wherein a customer may not reject a product would be due to customs considerations in transporting the product back to the country of origin. Should any discrepancy/disagreement arise between the customer and PV, DSCP has Contracting Officer Representative's located throughout the theatre to assist in any such situation.

145. (Authorized returns) Point 'i': If the customer "says" that he inputted a quantity wrong and we are expected to accept a return of the product, is this at "OUR" cost?

Yes. By the same token, there are instances whereby the PV ships more than what the customer has ordered (by error) and customer accepts the product.

146. (Authorized returns) Point 'B': Who is responsible for "deeming" a "valid reason" for a return of a product?

Contracting Officer, Contracting Officer's Representative, ACO's.

147. (Short shipments/Shipping errors): Point "C": Will the PV be expected to take away all plastic wrapping from meat products, and or milk products away, acting as "Garbage men?" Is this sanitarily correct? Or is the PV expected to bring garbage truck to accommodate the customer? How will this material be containerized by the customer prior to removal? Does this include the contingency area (IZ)? Will the PV be expected to include this function in their distribution fees, or be reimbursed separately?

DSCP cannot foresee this scenario applying to this solicitation.

148. Can NAPA items be invoiced to the PV Net NAPA?

Note, this question was re-worded.

If this is for NAPA item price in the market basket of items, then the price offered should be minus the NAPA discount, unless the price you receive from the manufacturer is more advantageous to the government. See page 28

149. Item 24, 27. Please provide more clarity as to this requirement.

Based on the volume of product a PV purchases from a manufacturer, the manufacturer will offer rebates and discounts to the PV. These rebates and discounts must be passed on to DSCP and their customers.

150. Does juice and ice cream dispenser maintenance, and service personnel include Iraq?

No

151. Pg. 47, #6, Dispensers/Machines – What is the estimated number of machines per

Zone? What types of machines will be required per zone? Will there be any additional type of serving machines added not listed? Coffee, Cocoa, Candy Vending, Etc.? Is there a specific brand of machine required?

Number/types of machines would be determined at time of cataloging.

152. Pg. 45, Audit Samples – For evaluation & cost estimates; how many audits will be

required annually? How many items per audit annually?

It is expected that an audit would be conducted once per contract year (or 18 months). The number of items audited may vary (estimated at 80 items), but they include categories such as meat, poultry, fish, canned vegetables, etc. PV is only responsible for the first \$9,000.00 of product samples.

153. Pg. 57, #11, Catering – If this was to be implemented, what estimated quantity of site would be required? What approximate number of personnel would be fed per

meal? Who would supply the HACCP training?

Should catering ever be required, DSCP will accomplish a statement of work and negotiate all aspects at a future date.

154. The Government has requested a % discount on the distribution fees in the event

of surges and mobilizations. Will effective dates for surges and mobilizations be communicated formally?

Yes. In addition, effective dates will be dependent upon when DSCP is formally notified.

155. Page 103 of 356 (Subfactor B, Mobilization) states that mobilization could be up to 500% over normal demand. However, page 75 of 356 states mobilization as 50% over normal demand. Please clarify.

This was a typographical error. Amendment 1 changed the 500% to 50%

156.Pg 17, #12, DTS – How many estimated numbers of tracking systems are required? RF-Tags? GPS? Type of GPS system is required? Will a special computer system (SARRS) be required? Approx. number of MHE (container stackers) required for the special zones? Will any of this equipment be CAGO (contractor acquired, government owned)?

See Attachment 1 for current requirements. Approximate number of MHE required is a business decision on the part of the offeror. Government has provided dollar estimates for each zone and estimated quantities are included in the market basket of items. There will not be any CAGO involved.

0157.Zone 3: Does "point-to-point" mean DSCP is responsible for delivery of ocean containers from U.S. points to designated warehouse whether it is inside of Pakistan or Afghanistan?

YES. This process is controlled by the Surface Deployment Distribution Command and charges are transparent to the PV.

158.Pg. 33, #32, Title – What is meant by: A fifty (50%) percent reduced distribution fee shall be applied?

While this solicitation is FOB Destination, there may be some instances where FOB Origin terms will apply. The Government will take title at either the PVs CONUS or OCONUS facility in lieu of end user. In this instance, you will decrease your distribution by half on this product as less administrative processes are required on the part of the PV.

159.Page 70/71 – What conditions are necessary to have the approval of the COR or the customer to combine loads to different Dodaacs?

The PV will combine loads only at the direction of the Contracting Officer or COR. There will be no requests made from the PV.

160.Could the offeror obtained copies of the current national contracts with the appropriate NSN's?

Amendment 0001 lists all the NSNs currently on the catalogs for these AORs.

161. Item 22, P26. The solicitation states: 'Multiple catalogs may be required to support each zone' does that mean that one zone could have multiple catalogs?

YES

162. Item 31, P 32. Please provide a copy of the most recent SOFA.

Status of Forces Agreements are not public information and therefore copies can not be provided.

163. Pages 70 and 71 state that purchase orders for different DODAAC are not allowed to be delivered on the same truck without the permission of the contracting officer. Does this also apply to different DODAACS located on the same installation (within the same force protection infrastructure)?

NO

164. Page 73 mentions the requirement of a customer service representative to provide a fax number. In areas where there is no functioning fixed telephone system – is it acceptable to provide a mobile telephone number email address only?

YES