

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. See Block 14	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096	CODE SPE300	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE	

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SPE30013R1019
	<input checked="" type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i> 2013 NOV 19
	<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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

See Attached Continuation Sheet(s).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

This amendment contains revisions to the Solicitation.

Please review attachment on page 3.

Attachments

List of Attachments

Description	File Name
ATTACH.Amendment 0008	Amendment 0008.docx

This amendment contains actual revisions (adds/changes/deletions) to the solicitation requirements.

The solicitation is herein amended as follows:

1. On page 53 of the solicitation, Section H – AIRLIFTS, add the following language to the end of the section:

3. Occasionally, Airlifts may be required to fulfill customer requirements which have expedited Required Delivery Dates (RDD) for an item requirement which is in excess of 300% of the vendor's average monthly demand (surge quantities). The Prime Vendor must notify the Contracting Officer immediately of the requirement in order to request an Airlift approval. Only the Contracting Officer may approve an Airlift request. For those requested items with stock positions found to be below the required 300%, the Prime Vendor will be responsible for the airlift fees associated with those items.

2. On page 55 of the solicitation, section K – FILL RATE/SUBSTITUTIONS/EXCEPTIONS, delete and replace with the following:

1. The required contract order fill-rate is 98%. Fill rates will be measured in two categories: non-catch weight items and catch weight items. During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions. Fill rates will be documented in the Contractor Performance Review System (CPARS) and low fill rates may impact past performance evaluations on subsequent acquisitions.
2. The Government's in-house record for non-catch weight fill rate shall be calculated utilizing the order and receipt information located in STORES, as specified below. The vendor's submitted non-catch weight fill rate reports will be based on the same formula, and shall not include substitutions, mis-picks, damaged cases, etc.

$$(\text{Cases accepted} / \text{cases ordered}) \times 100 = \text{Fill Rate} \%$$

3. The fill rate for catch-weight items shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases, etc.:

$$(\text{Cases accepted} / \text{cases ordered}) \times 100 = \text{Fill Rate} \%$$

4. Definitions:

- i. Non catch-weight item: An item which has a specific weight per case, e.g. 8920-01-E09-7315, Cake Mix, Yellow, 6/5 LB BX.
- ii. Catch-weight item: An item for which a weight range is acceptable; normally meat items purchased by the pound, e.g. 8905-01-E29-2117, Beef Flank Steak, 11-15 LB.
- iii. Cases accepted: For non-catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- iv. Cases ordered: For non-catch-weight items, the product quantity requested by a customer.
- v. Pounds accepted: For catch weight items, the product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- vi. Pounds ordered: For catch weight items, the product quantity requested by a customer. However in the event that a catch weight item is overfilled, and the customer accepts the extra

quantity, the 'pounds ordered' will be adjusted to match the 'pounds accepted'. This is to preclude a fill rate greater than 100%.

5. Designation of catch weight items: To designate a catch weight item, the Contractor must input catch-weight indicator "AVG" in 832 catalog field PO404, Packaging Code, for each catch-weight item. The Contractor shall assure that the correct average case weight (i.e. the estimated weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
6. See paragraph 3 above for the calculation of fill-rate for catch weight items.
7. No single line item will be credited for more than 100% fill-rate. This includes both catch weight and non-catch weight items and for any items should the accepted quantity be greater than the quantity ordered.
8. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and received.
9. The Government in-house record for fill-rate calculates the fill-rate for each line item of each purchase order, the fill rate per purchase order, the fill-rate per customer, and the fill-rate for all customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items and catch-weight items.
10. The Contractor shall promptly inform the Contract Specialist and Contracting Officer of any specific instances that would absolve or excuse its failure to deliver an order, or individual line item(s), in full; e.g. customer cancelled line or quantity without adjusting STORES, customer ordered incorrect quantity, item being discontinued, etc. If the Contracting Officer agrees with the justification, the exception will post to its in-house system which will result in the order or line(s) either being excluded from the Government fill-rate calculation or the correct order and receipt quantities being included in the calculation. These excusable instances represent Fill-Rate Exceptions, and are shown below.
11. The contractor shall submit its fill-rate report (to include overall non-catch weight item fill rate based on cases and overall catch weight fill rate based on pounds) to the DLA TROOP SUPPORT Contracting Officer. The reports shall be based on order required delivery dates (RDD), not order placement dates. The Government will compare and attempt to reconcile the Government and contractor's report. The Government's fill-rate report will be the official government record for contract performance evaluation.

VENDOR SHORT SHIPMENT EXCEPTION CODES:

- D01 STORES receipt data did not process – DLA Troop Support exception
- D02 STORES catalog problem, prf incorrect (STORES master production catalog error) - DLA Troop Support exception
- D03 STORES catalog problem, catch weight item pkg data incorrect (master production catalog error) – DLA Troop Support exception
- D04 Approved NIS waiver (CONUS/OCONUS NIS approved by the contracting officer - to provide supporting documentation for decision) – DLA Troop Support exception
- V01 Monthly item demand exceeds average demand by >300% - vendor exception

