

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 9/29/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DSCP-FTAS 700 ROBBINS AVENUE BLDG 6 PHILADELPHIA, PA 19111-5092 BUYER/SYMBOL: PAULETTE GARY/DSCP-FTAS TELEPHONE NUMBER: 215-737-2789	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) US FOODSERVICE, INC. 10211 N. I-35 SERVICE ROAD OKLAHOMA CITY, OK 73131		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1F9R0			9B. DATED (SEE ITEM 11)
FACILITY CODE		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-09-D-3272
			10B. DATED (SEE ITEM 13) Aug. 31, 2009

**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 \_\_\_\_\_ 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: (Specify authority) 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 (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103 b

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

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

REQUIREMENTS FOR: Ft. Still, Tinker AFB, Altus AFB, Tulsa Job Corps Center, Guthrie Job Corps, OK; Sheppard AFB and Naval Air Station Ft. Worth, TX

EFFECTIVE NOVEMBER 15, 2009, SUBJECT CONTRACT SPM300-09-D-3272 IS HEREBY CHANGED AS FOLLOWS ON THE ATTACHED PAGES,

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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)
	JOHN E. RICCIO, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	John E. Riccio (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	9/29/09

Management Reports: Page 72 of the solicitation

Fill Rate Report:

The following language has been updated to read:

1. Monthly Fill Rate Report – The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in the calculations and are considered as not-in-stock (NIS) in the fill rate calculation.
2. Weekly Fill Rate Report – In addition to the monthly fill rate report, the Prime Vendor will also submit a weekly report reflecting the previous week's business.
3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number). The date range of the report shall be based on the customer's required delivery date (RDD).
4. Overall discrepancy report shall only include purchase orders that contain less than 100% fill rate and reason code for discrepancy.
5. The contractor shall submit a separate discrepancy spreadsheet containing a list of Government authorized and verifiable fill rate exceptions using acceptable codes outlined below.

**FILL\_RATE EXCEPTIONS:**

A	STORES Receipt Data Out of Date
B	STORES Catalog Problem, PRF Incorrect
C	STORES Catalog Problem, Catch Weight Item Pkg Data Incorrect
D	Monthly Item Demand Exceeds Average Demand By >= 300%
E	Newly Cataloged Item/Insufficient Time for Vendor to Procure
F	Low shelf life item. Frequent restocking required.
G	Customer Cancelled Item Without Using STORES
H	Customer Based Order Qty on Incorrect Unit of Issue
I	DSCP Demand Forecast Problem
J	Special Order Item
K	Item Being Phased Out
L	Other, Not Listed

6. For each purchase order supplied in each of the above reports, the contactor shall provide the following information:
- a. Overall fill rate based on cases
  - b. Overall non-catch weight fill rate based on cases
  - c. Overall catch weight fill rate based on cases
  - d. Overall catch weight fill rate based on pounds
  - e. Purchase orders shall be grouped by DODAAC. Within each DODAAC sort fill rates by purchase order number