2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	SE REQ. NO.	5. PROJECT N	O. (If applicble)
6. ISSUED BY CODE		7. ADMINISTERED BY (If	other than Item 6)	CODE	
	L			<u>L</u>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, cor	unty. State and ZIP Code)		(X) 9A. AMENDMEI	NT OF SOLICIATI	ON NO.
	and, state and 2 code,	-	(X)		
			9B. DATED (SEE	EITEM 11)	
		_			
			10A. MODIFICA	TION OF CONTR	ACT/ORDER NO.
			10B. DATED (SI	FF ITFM 11)	
			(5.	,	
CODE FA	CILITY CODE				
11. THIS ITEM	MONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS		
The above numbered solicitation is amended as set forth	n in Item 14. The hour and	date specified for receipt of O	offers is an	tended. is	s not extended.
Offers must acknowledge receipt of this amendment prior to					s not extended.
- ,	•	b) By acknowledging receipt		•	offer submitted;
or (c) By separate letter or telegram which includes a referen					
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR your desire to change an offer already submitted, such change and offer already submitted.	ge may be made by telegram				
amendment, and is received prior to the opening hour and da	ite specified.				
12. ACCOUNTING AND APPROPIRATION DATA (If required					
		ODIFICATION OF CON DER NO. AS DESCRIE		RS.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS				DE IN THE CONTI	RACT ORDER
NO. IN ITEM 10A.	criti ro. (opcony additiona	y, THE 011/11/02/0 0ET FORTH			THE STIDEN
B. THE ABOVE NUMBERED CONTRACT/O	RDER IS MODIFIED TO REF	LECT THE ADMINISTRATIVE	CHANGES (such as ch	nanges in paying o	office,
appropriation date, etc.) SET FORTH IN			103(b).		
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT	TO AUTHORITY OF:			
D. OTHER (Specify type of modification an	d authority)				
b. Official type of modification an	a dathonty,				
5 MADORTANIT O					
E. IMPORTANT: Contractor is not,	is required to sign th	nis document and retu	rn ——— co	opies to the i	ssuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	ized by UCF section heading	gs, including solicitation/contr	act subject matter whe	ere feasible.)	
Except as provided herein, all terms and conditions of the do	cument referenced in Item 9				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF	CONTRACTING OFFIC	EK (Type or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature	of Contracting Officer)	

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- 1. The Statement of Work, Supplies/Services and Prices Section, #11 B. Distribution Categories for Standard Catalog Items. Category 46 is changed to read: Beverages, Semi-Perishable, Chilled or Frozen No Dispenser Required (Includes Soda, Sport Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products).
- 2. The Statement of Work, Supplies/Services and Prices Section, #13 Prospective Price Redetermination (FARS Dev 08-03 dated 25 Nov 08) is removed in its entirety and replaced the clause below:

DLAD 52.216-9065 ECONOMIC PRICE ADJUSTMENT - ACTUAL MATERIAL COSTS FOR SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2009)

- (a) WARRANTIES. For the portion of the schedule that is covered by this EPA clause, the contractor warrants that—
 - (1) Contract Unit Prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and
 - (2) All price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.
- (b) DEFINITIONS. As used throughout this clause, the term:
 - (1) "Contract Unit Price" means the total fixed price per unit charged to DSCP for a product delivered to DSCP's customers. The Contract Unit Price consists of two components: Product Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent.
 - (2) "Product Price" is the most recent DSCP Manufacturer's Price Agreement (MPA) price or the most recent manufacture, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point of Manufacturer. Product Price shall exclude all costs that are to be covered in the Distribution Price, including but not limited to, all transportation, broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marking/labeling costs, all Non Point of Manufacturer fees, palletization, procurement fees, storage, consolidation, distribution work and pallets and ice for Airlifts.

Exceptions:

- a) Airfreight Charges may be included in the Product price for Fresh Fruits and Vegetables (FF&V) when it is necessary to have product flown in for the exclusive use of this contract when the local market's supply cannot support DSCP Customer requirements.
- b) A CONUS-based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the contracting officer.
- c) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency). For this contract, the Product Price shall be the contractor's last Product Price through close of business 12:00 P.M. local Philadelphia time on the last Monday of each month for submission not later than 12:00 P.M. local Philadelphia time on the last Monday of each month for updating the following month's Ordering Catalog price. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DSCP.
- (3) "Product Allowance" is discounts, rebates, and allowances to be passed on to the Government. All discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to

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as "off-invoice allowances") or designated by the manufacturer, grower or private label holder to be passed on to the Government or to similar commercial customers, shall be passed by the Contractor in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

- (4) "Distribution Price (including normal and premium)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all costs of contract performance other than Product Price, including but not limited to, operational costs, overhead and profit, all transportation costs from the Prime Vendor's OCONUS distribution facility to customer locations including routine airlift(where applicable), broker and dealer costs and fees, projected general and administrative expenses, COR and VETCOM office space (where applicable), workers compensation insurance as related the Defense Base Act (DBA), the Longshore and Harbor Workers compensation Act, overhead, packaging/marking/labeling costs, all Non Point of Manufacturer fees, palletization, procurement, storage, consolidation, distribution work and pallets and ice for Airlifts, and any other elements of Distribution Price not defined in this solicitation. The Distribution price shall remain constant for the entire contract period.
- (5) "Ordering Catalog" means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.
- (6) "Ordering Month" means from the Sunday (12:01 AM) of the First full week in a calendar month through the last Saturday (11:59 PM) in that calendar month (Eastern Time ET, standard or daylight as applicable).

(c) PRICE ADJUSTMENTS.

- (1) General.
 - (a) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor's Product Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next month's Ordering Catalog upon the Contractor's request, submitted. In accordance with paragraph B below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month. All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DSCP will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Month.
 - (b) All notices and requests for price changes shall be submitted monthly, no later than 12:00 P.M. local Philadelphia time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with D below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.
 - (c) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering months. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists,

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Supplier documentation regarding rebates/allowances, and any other substantiating information requested by the Contracting Officer.

- (d) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia time on the Thursday immediately following the Monday when price changes are due that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.
- (e) Should the Contracting Officer determine or question that a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia time on the Thursday immediately following the Monday when price changes are due. If the Contracting Officer cannot determine or negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without liability to the Government. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor does not take the appropriate corrective action. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.
- (f) In the event of a price change not posting or an Ordering Catalog Contract Unit Price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract Unit Price, the Prime Vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund proposal for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the Ordering Catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.
- (2) Limitations. All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for ---
 - (a) Supplies for which the Product Price is not affected by such changes;
 - (b) Changes in unit prices other than those in or subsequently added in the Ordering Catalog;
 - (c) Changes in the quantities of material; and
 - (d) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.
- (d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract unit price increases for each item under this clause during any contract period shall not exceed 10 percent (%) of the initial Contract unit price in such performance period, except as provided below: (Buyer shall insert the appropriate item price ceiling percentage(s) considering market volatility of each item covered by the contract.)
 - (1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item

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would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(B) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

- (2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following month's ordering catalog.
- (e) There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.
- (f) EXAMINATION OF RECORD: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.
- (g) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
- (h) DISPUTES. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.
- 3. The Statement of Work, Deliveries and Performance Section, #6 Fill Rate is replaced in its entirety by the language below:
 - 1. The required contract order fill-rate is 97.5%. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. During contract performance, higher fill-rates may result in a higher Past Performance and Experience rating for option determinations and 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. For AF NAF Customers, a separate fill rate of 97.5% or higher will become the contract requirement upon award. It is not necessary to propose a higher fill rate, nor will we evaluate a proposed higher fill rate. If 97.5% fill rate is missed for two consecutive purchase orders, the NAFI may elect to place orders elsewhere.
 - 3. 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, <u>and shall not include substitutions</u>, <u>mis-picks</u>, <u>damaged cases</u>, <u>etc</u>.

(Cases accepted / cases ordered) x 100 = Fill Rate %

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

(Pounds accepted / Pounds ordered) x 100 = Fill Rate %

5. <u>Definitions</u>:

- a. <u>Cases accepted</u>: The product quantity that the customer has received and receipted, not including damaged cases, and mis-picks.
- b. <u>Cases ordered</u>: The product quantity requested by a customer.
- c. <u>Catch-weight item</u>: 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.

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6. Regardless of the line item/LSN unit of issue or unit of measure (LB, CO, CS), the Government will calculate the fill-rate for each delivery order line item based on cases ordered & accepted, utilizing the units per pack, or purchase ratio factor, to convert all order/receipt quantities to cases. In calculating catch-weight item order/receipt cases and fill-rates, the weight range average will be utilized to convert pounds to cases. The government system will round down and up as follows:

0 – 0.4999 will round down 0.5 – 0.999 will round up

a. As an example, for the item at C.3 herein, the average weight is 13 LB. In the event a customer wants 50 lbs of flank steak, the ordering system will place the order for a multiple of 13 LB equal to or greater than the requirement, in this case 52 LBS. If the contractor delivers 45 LB, the fill-rate will be calculated as follows:

Order = 52 LB / 13 = 4 cases Receipt = 45 LB / 13 = 3.46 = 3 cases

Fill-rate = 3 / 4 = 75.0%

If the contractor delivers 46 LB, the fill-rate = 46 / 13 = 3.53 = 4 cases = 4 / 4 = 100%

b. Contractors shall assure that the 832 catalog transaction set for each catch-weight LSN contains (1) the correct average case weight of cases to be delivered in 832 field CTP04, Catch-Weight Multiple, and (2) 832 field PO404, Packaging Code, includes the catch-weight indicator "AVG".

Catch-weight items are items which permit a weight range per case, normally meat items with a LB weight range. For catch-weight items only, the allowable quantity variation is:

Decrease: minus (-) 49% of the item average weight

Increase: plus (+) the item average weight

For example, for 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, with 13 LB average, order quantities will be in multiples of the 13 LB item average weight. The allowable variations in quantity for any order for this item are:

```
Decrease = 13 \times .49 = 6 LB
Increase = 13 LB
```

For an order for 104 LB of 8905-01-E29-2117, Beef Flank Steak, 11-15 LB, the contractor may deliver 98-117 LB and receive a 100% fill-rate.

- 7. **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 catchweight item. The Contractor shall assure that the correct average case weight (i.e. the actual weight average of cases that will be delivered) is input in 832 catalog field CTP04, Catch Weight Multiple.
- 8. 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.
- 9. Substitute items will be accepted/receipted against a new STORES order line as described in the example below and the original order line will be counted as a zero fill. As an example: 8 cases of #10 can applesauce is ordered, the PV is NIS and recommends #303 can applesauce as a substitute, customer accepts substitute and places a new order for 6 cases of the #303 can applesauce (for a different quantity in this example due to package/pack size difference), and PV delivers the substitute order in full:

Original: Applesauce #10 CN, 6/CS: Order = 48 CN = 8 CS: Receipt = 0

Substitute: Applesauce #303 CN, 24/CS: Order = 144 CN = 6 CS: Receipt = 6 CS

The fill-rate for the original line is 0%; the fill-rate on the substitute line is 100%. The weighted average fill-rate for the 2 lines is 42.9% (6 cases accepted /14 cases ordered).

- 10. Non-conforming cases, e.g. incorrect items (mis-picks) and damaged cases will not be accepted and receipted.
- 11. 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

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customers, for any period of time, based on order required delivery dates (RDD). Fill-rates are calculated for non-catch-weight items, catch-weight items, and overall (all items) fill rate.

- 12. The Contractor shall promptly inform the Contract Specialist or 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 Government agrees with the justification, the Government will post the exception into 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.
- 13. The contractor shall submit its fill-rate report (to include overall fill rate based on cases; overall non-catch weight item fill rate based on cases; overall catch weight fill rate based on cases; overall catch weight fill rate based on pounds) to the DSCP 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.

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: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for Catch Weight Items*
- Z: Other, Not Listed ***
- *Note: When using exception M, the fill rate should be calculated as outline above

regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered =

150%. Using this code will explain why the fill rate is over 100%.

**Note: Not Applicable in OCONUS.

***Note: Column Z is to be used for other Exceptions not listed, for example: DTS

Delays, NIS Waivers etc. and must be explained in a separate Word document.

The following is a sample Fill Rate report template:

						Fill Rate Re	oort							
Contract #	DODAAC	PO Number	Overall %	CS Non Catch Weight %	CS Catch Weight %	LB Catch Weight %	Overall Ord Cases	Overall Rcpt Cases	Non Catch Wgt Ord Cases	Non Catch Wgt Rcpt Cases	Catch Ord Cases	Catch Rcpt Cases	Catch Ord Wgt	Catch Rcpt Wgt
														-
				-		_			_					
	I	1	1		l	I		I	I	1	l	l	1	1

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The following is a sample Discrepancy Report template:

				Fill Rate Ex	ception Repo	ort						
Contract #	DODAAC	PO Number	Stock#	Exception Code	Actual Order Cases	Actual Rcpt Cases	Actual Order Wgt (Catch)					
Notes:												
1) If you ar	e indicatin	g that the	PO line sh	ould be com	pletely exclu	ded from the	e fill rate calcu	lation, enter	he numb	er "0" for c	olumns F t	hru I.
2) Columns	s H and I are	e required	for catch	weight item	s only.							
Exception	n codes m	ust be fror	n the curre	ent list of DS	CP authorize	d fill rate exc	eption codes.					
4) Use the	header pro	vided with	nout alteri	ng.								
5) Do not a	dd additio	nal columr	ıs.									
6) Do not d	elete exist	ing colum	ns.									

4. Below are changes to the Schedule of Item for Zones 1 and 2.

ZONE 1: NORTHERN EUROPE

Line Item	8920-01-E19-	U/I	Original Estimated 2 Yr Quantity	Revised Estimated 2 Yr Quantity					
309	1286	EA	816	Delete					
ZONE 2: SOUTHERN EUROPE									
Line Item	8920-01-E29-	U/I	Original Estimated 2 Yr Quantity	Revised Estimated 2 Yr Quantity					
529	4778	LB	102	Delete					

5. Statement of Work, Special Requirements Section, #2 Management Reports is removed in its entirety and replaced with the language below:

2. MANAGEMENT REPORTS

The contractor shall provide the following reports to the Contracting Officer in the frequency indicated. Negative reports are required and the government reserves the right to add additional reports at no additional cost. Each quantity and dollar value provided should be based on the items unit of issue.

It is at the Contracting Officer's discretion which reports are submitted and the frequency of these reports. All of these reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month, i.e., reporting period of January 1st through January 31st, the reports must be received by February 7th. Unless otherwise identified below, all other reports are to be submitted electronically on a monthly basis. Other reports and additional information on existing reports may be requested by the Contracting Officer.

The contractor is required to add the following statement to every management report submitted to DSCP:

"I certify that all the information submitted to the Government is complete and accurate to the best of my knowledge. I understand that false statements contained herein, may be punishable by law."

- A. <u>Fill Rate Report</u>: (Shall be submitted in non-protected Excel format)
 - 1. <u>Monthly Fill Rate Report</u>: The monthly fill-rate by line item is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and

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damaged cases should not be included in this calculation, however all items Not-In-Stock, rejected, returned, damaged, mis-picks, etc., should be clearly identified in the report. The report should specify fill rates per customer/dining facility and an overall average for the month. In addition to the fill rate by cases, catch weight items by pounds shall be reported as defined in the fill rate section of the solicitation.

- 2. <u>Weekly Fill Rate Report</u>: In addition to the monthly fill rate report, the Prime Vendor will also submit a weekly report reflecting the previous week's business. Previous week is defined as Sunday through Saturday Required Delivery Date (RDD) orders.
- 3. The Monthly and Weekly fill rate reports should specify fill rates grouped by contract/catalog number(s) (if applicable), DODAAC (first six positions of the purchase order) and purchase order number. The date range of the report shall be based on the customer's RDD for the previous week as defined in para 2 above.

The report shall contain all orders for the specified time period, as well as, a worksheet summary roll-up report tab which captures all contract/catalog numbers combined. The summary shall contain 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
- 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% (Fill In applicable %)
- 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: Customer Ordered Wrong Item
- M: Customer Ordered Incorrect Quantity for Catch Weight Items*
- Z: Other, Not Listed ***
- *Note: When using exception M, the fill rate should be calculated as outline above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%. Using this code will explain why the fill rate is over 100%.
- **Note: Not Applicable in OCONUS.
- ***Note: Column Z is to be used for other Exceptions not listed, for example: DTS Delays, NIS Waivers etc. and must be explained in a separate Word document.
- B. <u>Monthly Descending Unit Volume & Dollar Value Report</u>: Product line item sales, sorted by total cost; each quantity and dollar value should be based on the items unit of issue; and each report should contain, at a minimum the DSCP stock number, item description, unit of issue, quantity ordered, distribution fee category, product price, distribution price, unit price and total cost. Dollar amounts will be totaled.

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- C. <u>Monthly Product Line Item Rejection Report</u>: Product line items rejected, sorted by item description; each report should contain, at a minimum the purchase order number, line item number, DSCP stock number, item description, unit of issue, number of units rejected and dollar value of units rejected. The monthly report must contain a summary sheet that identifies the quantity and value of items shipped, received, and rejected by product category; i.e., prime vendor, government furnished material, local market ready or fresh fruits and vegetables. Dollar amounts should be subtotaled by product category and totaled overall.
- D. <u>Monthly Small Business Subcontracting Report</u>:
 - 1. List products manufactured and/or supplied by small business, small disadvantaged businesses, women-owned small businesses, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Hub Zones, and National Institute for the Blind/National Institute for the Severely Handicapped (NIB/NISH)/AbilityOne. This should be sorted by manufacturer/supplier and include quantity and dollar value. Note: This report is for direct subcontracts for products supplied to customers. This report is not to include indirect costs. NOTE: The SBA must certify SDB and HUB Zone businesses.
 - 2. A summary page of the report shall also be submitted which highlights the total dollars and percentages for each category. This information is very important since DSCP is required to report its success in meeting these goals to the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate that these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Service Disabled Veteran Own Businesses (SDVOB), Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.
- E. <u>Monthly Customer Service Report</u>: The contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing a summary from customer visits.

F. Monthly Rebate Reports:

- 1. <u>General Rebates</u>: The contractor shall provide a monthly report identifying any and all discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, and the amount passed on to the Government. The contractor must indicate the type of discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer, whether they are being passed on to the Government customers consistent with its business proposal, whether they are of limited or special duration, and the amount that has been passed on to the Government, in the form of an upfront price reduction.
- 2. <u>NAPA Report</u>: This report should summarize the savings passed along to the customers in the form of deviated allowances realized as a result of utilizing the NAPA's. List each customer, the NAPA amount, the manufacturer/broker name, and quantity ordered. NAPA figures should be listed per customer, per contract and per manufacturer.
- 3. <u>Food Show Rebates Report</u>: This report should show a detailed break out of all savings received at your Food Show. This report is not a monthly requirement, but is based on the timing of your Food Show. List each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show Rebates should be listed per customer, per contract, and per manufacturer. The total should be per customer and per contract.
- G. <u>Monthly Cancellation Report</u>: Order cancellations sorted by order date; each line to contain at a minimum: Purchase order number, Catalog number; DODAAC, Order Date, Ship Date, Originally scheduled delivery date, Order dollar value, Call number, Item Count, and Reason for Cancellation.
- H. <u>Monthly/Weekly Product Line Item Not-In-Stock Report</u>: This report will be sorted by the date the order was placed, line item, number of units ordered, number of units received, total dollar amount of units ordered and total dollar amount of units not received. Dollar amounts will be subtotaled by product category and total overall.

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- I. <u>Monthly Asset Visibility Report</u>: Product line item demand quantities, assets on-hand, at port, in the pipeline and on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report once a month, but there may be instances when the vendor will be required to submit this report on a weekly or daily basis. Government Furnished Material (GFM) must be reported separate from non-GFM per OCONUS warehouse and support region.
- J. <u>Monthly Slow Moving Item Report</u>: The report should list underperforming (items not meeting monthly 10 case order minimum) or inactive items by NSN, name, customer ordering the item, quantity on-hand and remaining shelf life. This report must also include all items with 30, 60, and 90 days of remaining shelf life.
- K. <u>Weekly Container Report</u>: Every week, the vendor will submit a report of containers leaving CONUS to arrive at the PV's OCONUS facility(ies). A sample will be provided post-award.
- L. <u>Monthly Vendor Catalog Report</u>: (To be submitted with each catalog update) Sorted by Item Description; each line to contain at a minimum: DSCP stock number, item description, product price, normal distribution price, unit price, premium distribution price, purchase ratio factor numerator, unit of issue, item category, item category unit of measure, and the area supported.
- M. <u>Upon occurrence Conviction Report</u>: Contractor shall perform continual reviews throughout the contract period to ensure that no employee, who has been convicted in the United States court of a crime committed against a host country national, may work in performance of the contract. If found, employee will be immediately removed from working on the contract and replaced with a suitable employee based upon the contractors hiring procedures at no disruption in contract performance. Negative reports are required on a quarterly basis on the 1st day of each quarter.
- N. <u>Financial Status Report (upon request)</u>: In order to ensure timely payments, a summarized accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis. The report will be categorized by time periods and sorted further by customer. If problems should occur, a detailed listing by invoice number/call number will be requested. However, it is suggested that this report contain as much information as possible to alleviate problems immediately.
- O. <u>Monthly Category Report</u>: The report will list all items currently cataloged by the PV to show the distribution category product is on.