

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
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 _____ 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.
	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).
	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 _____ copies to the issuing office.

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

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

This amendment is being issued for several reasons as outlined below.

► On page 3 of the original solicitation, under the block 9 continuation, the “NOTE:” beginning “**NOTE: Facsimile and E-mail Offers....**” And ending “**....offer from consideration for award.**” Is hereby deleted and replaced by the following:

Facsimile and E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal revision(s). If e-mail is used during discussions/negotiations, correspondence shall be directed to both of the following individuals at the following addresses:

Marilynne Davis - Marilynne.davis@dla.mil

Kathryn Gartland - Kathryn.gartland@dla.mil

If and when a request for proposal revision is issued during discussions/negotiations, the date and time for receipt of proposal revisions, if applicable, will be designated in that request. E-mailed transmissions shall meet the requirement found at FAR 15.208(b)(1).

► The Contract Specialist, Robin Novak, and the Contracting Officer, Timothy Dlugokecki, are hereby removed from the solicitation where identified below. Any reference in the solicitation to Robin Novak and Timothy Dlugokecki, including their phone numbers and/or email addresses are deleted and Timothy Dlugokecki’s information is replaced with Marilynne Davis, Phone: 215-737-3891, Email: Marilynne.davis@dla.mil in the following sections:

-On page 4 of the original solicitation, under DSCP Points of Contact.

-On page 6 of the original solicitation, in the Caution Notice in the first paragraph under the chart and where specified below this paragraph.

-On page 15 of the original solicitation, under paragraph . (1) (ii).

-On page 234 of the original solicitation, in the paragraph under the **NOTE**.

► On page 18 of the original solicitation, under FAR 52.216-18 ORDERING (OCT 1995) PARAGRAPH (a) the last sentence is removed and replaced with the following: “Such orders may be issued from date of award through twenty four (24) months thereafter.”

► On page 43 of the original solicitation, under I. INTRODUCTION, paragraph A is hereby removed and replaced with the following: “This solicitation contains one zone. It is the intent of the Government to make one award. The resulting contract from this solicitation will have a twenty four (24) month base period to include up to a 180 day contract implementation period and will include three (3) available option periods. The first two (2) available option periods will be twelve (12) months and the last option period will be eighteen (18) months.”

► The proposed contract award base period is hereby changed from an eighteen (18) month period to a twenty-four (24) month period. Any reference in the solicitation to an eighteen (18) month base period is deleted and replaced with a twenty-four (24) month period as indentified in the following sections:

- On page 43 of the original solicitation, under I. INTRODUCTION, paragraph C.
- On page 44 of the original solicitation, under I. INTRODUCTION, paragraph H.
- On page 44 of the original solicitation, under II. WORK TO BE PERFORMED, paragraph A.
- On page 71 of the original solicitation, under IX. OPTIONS, in the first (1st) and third (3rd) paragraphs.
- On page 72 of the original solicitation, under X. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM, paragraph B.
- On page 144 of the original solicitation, under V. TERMS OF INDEFINITE QUANTITY CONTRACT, paragraph A.
- On page 190 of the original solicitation, under 8. Submission Requirement - Business Proposal/Pricing, (ii) Item/Product Price, paragraph A.
- On page 195 of the original solicitation, under 8. Submission Requirement – Business proposal/Pricing, (iv) Option Price, paragraph E under both Percentage Increase Examples for Category 1.

► Any reference in the solicitation to the Navy Standard Core Menu is deleted and replaced with the Master Load List as indentified in the following sections:

- On page 55 of the original solicitation, under III. FULL FOOD SERVICE MANAGEMENT AND FOOD PREPARATION, paragraph C.
- On page 97 of the original solicitation, under XXI. NEW ITEMS, paragraph A.

► On page 57 of the original solicitation, under V. TRANSPORTATION, section A, paragraph 4, the following is added: “*A full vanload is defined as a van that reaches 80% capacity, either by cube or by weight. Containers that contain < 80% capacity must be approved by the Contracting Officer, prior to being booked in DTS. Justification for less than 80% full must be submitted at the time of request.”

► On page 71 of the original solicitation, under VIII. AWARD DETAILS, the second paragraph starting “Any award made against this solicitation will result....” is hereby deleted. The following is added in its place: “The contract awarded against this solicitation, SPM300-09-R-0066, will result in an IQC. The contract will become effective on the date of award and the ordering period beginning at a time specified by the Contracting Officer. The ordering and delivery period under this contract includes a 24-month base period with three option periods, option periods one (1), and two (2) will be twelve (12) months each while option period three (3), the final available option will be eighteen (18) months, for a total of 66 months (5.5 years). The initial 24 month ordering and delivery period will begin on the effective date of award, It will include up to 180 day contract implementation period which will be part of the base period contract term, to include but not limited to, inventory ramp-up, catalog administration, schedule of items re-evaluation, etc. option periods are contingent upon satisfactory performance by the successful PV.”

► On page 72 of the original solicitation, under X. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM, paragraph B in the chart listed next to the Total, “(5 Years)” is hereby deleted, and replaced with “(5.5 Years)”.

► On page 73 of the original solicitation, under XI. ADDITIONAL CUSTOMERS, paragraph A is hereby deleted and replaced with the following: “Additional customers, as authorized by the U.S. Government, in and around Panama City may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.”

► Beginning on page 73 of the original solicitation, section XII. PRICING, is hereby deleted and replaced with the following:

“XII. PRICING

Pricing will be based on the following formula:

Contract Unit Price = Product price + Distribution Price (Distribution price per Pound times Item’s Gross Product Weight in pounds)

A. Definitions:

1. Contract Unit Price: The contract unit price is the total price (in U.S. currency) that is charged to DSCP per unit for a product delivered to the Government

Note: Multiple Unit Prices for the same item are not permitted.

2. Product Price:

a) The product price will be derived in one of two manners for this solicitation: 1) through the use of DSCP’s Manufacturers Price Agreements (MPAs); or 2) through the use of commercial pricing. When a DSCP MPA is available, the MPA price shall be used for the product price. When a DSCP MPA is not available, the Product Price shall be limited to the original manufacturer’s or grower’s price for product. The Product Price shall be based on FOB Origin/Point of Manufacture. In addition, the Product Price shall exclude all costs that are required to be covered in the normal distribution price, including but not limited to, all transportation, broker and dealer costs and fees; and it shall exclude all costs that are required to be covered in the premium distribution price.

b) Exception 1: The product price shall be based on FOB Origin/Point of Importer when the following conditions apply:

(i) The product is listed in category #4 – Prime Vendor Fresh Fruits and Vegetables (FF&V)

and

(ii) It is necessary for the product to be flown into the local market of Panama from a foreign country because local supply does not exist or it is insufficient to meet demand requirements.

and

(iii) The importer that establishes the product price is the firm that actually performs the FF&V import service including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work.

c) Exception 2: A CONUS-based manufacturer's pricing which is a national commercial price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government to be the product price on a case by case basis, upon concurrence of the contracting officer.

d) Exception 3: For mandatory items only: 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.

e) Upon request, for existing catalog items, for any new items being added to the catalog and for price adjustments to existing catalog items, the Product Price shall be supported with invoice or quote documentation directly from the manufacturer or grower on their letterhead. When the address of the Brand Name Owner differs from the location where the product is actually manufactured, this documentation from the Brand Name Owner must identify both addresses and the product price, as identified above. If exception 1 applies, the Product Price shall be supported with invoice or quote documentation directly from the FF&V importer. If exception 3 applies, the Product Price shall be supported with invoice or quote documentation directly from the nonprofit agency participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javis-Wagner-O'Day Act (JWOD) (41 U.S.C. 46-48c). Early payment discount terms shall be specified on all invoices and/or quotes. Documents not in English will be accompanied by a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

3. Normal Distribution Price: The normal distribution price is defined as a fixed price and offered as a dollar amount, which represents all elements of the unit price, other than the product price and premium distribution price. The normal distribution price includes the Prime Vendor's projected general and administrative expenses, workers compensation insurance as related to the Defense Base Act (DBA) and the Longshore and Harbor Workers Compensation Act, overhead, profit, packaging/marketing/labeling costs, all Non-Point of Manufacturer fees (CONUS and OCONUS Broker, Dealer, and Subcontractor fees) including, but not limited to procurement, storage, consolidation, pallets, palletizing and distribution work (except for FF&V items from a foreign country imported into the local market of Panama – in which case all costs incurred by the importer are excluded from normal distribution price). It also includes the Contracting Officer Representatives (COR) office space and equipment, all transportation costs from the original CONUS and OCONUS points of Manufacture to the point where the over ocean container is loaded, all transportation costs from the Prime Vendor's OCONUS distribution facility(s) to customer locations in Panama and additionally identified SOUTHCOM ports (unless the item is a Contracting Officer-approved National Commercial Price inclusive of transportation costs to a Distribution Point – in which case transportation costs to that Distribution Point are excluded from normal distribution price

-- or it is an FF&V item from a foreign country imported into the local market of Panama – in which case all cost incurred by the importer are excluded from normal distribution price). Normal distribution price also includes any other elements of pricing not defined in this solicitation. Additionally, if DTS does not apply as described in paragraph (4) below, the normal distribution price will include all transportation costs from the original OCONUS Point(s) of Manufacture to the Prime Vendor’s OCONUS Distribution Facilities. The normal distribution price shall remain fixed for the base period of the contract, and is subject to any agreed option period adjustments. The normal distribution price shall exclude DTS Ocean Shipping Costs referenced below.

4. United States Defense Transportation System (DTS) Ocean Shipping Costs
DTS ocean transportation costs (the cost of shipping the product from the Prime Vendor’s CONUS facility(s) to the prime vendor’s OCONUS facility(s), aka “Point to Point” delivery via DTS), shall be excluded from the normal distribution price. The Defense Transportation System is responsible for point-to-point delivery.

B. Only the product price component of the contract unit price is subject to adjustment under this acquisition in accordance with the DSCP Manufacturer Pricing Agreement and/or DLAD 52.216-9065 Economic Price Adjustment stated herein. Distribution prices are fixed however DSCP will accept contractor offered price reductions at any time or price reductions may be applied via a contract modification to remove a program requirement.

C. Catalog product prices must be reflective of the prime vendor’s last receipt price (the price of the stock most recently received into inventory). However, for FF&V items only, when multiple sources are being utilized and more than one manufacturer’s product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received post the previous price adjustment period. The product price would be derived as follows:

Supplier A – 40% X \$5.70 = \$2.28
Supplier B – 30% X \$5.90 = \$1.77
Supplier C – 30% X \$6.30 = \$1.89
Product Price = \$5.94”

► For clarification, wherever gross weight is discussed in the solicitation it means the gross product weight and therefore any reference in the solicitation to “gross weight” is hereby deleted and replaced with “gross product weight” as identified in the following sections:

- On page 76 of the original solicitation, under XIII. CATEGORIES OF ITEMS, paragraph A.
- On page 134 of the original solicitation, under III. PALLETIZATION/ CONTAINERIZATION paragraph D.

► On page 87 of the original solicitation, under XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS, section I. Mandatory Products and Designated Sources:, 2. Spices and Blends, the following items is added “8950-01-E60-9997 Pepper, Black, Ground, restaurant grind, 18OZ CO, 6/CS \$25.09”

► On page 90 of the original solicitation, under XVI. MANDATORY FOOD PRODUCTS AND DINING PACKETS, section I. Mandatory Products and Designated Sources:, 4. Dining Packets, the dining packet information is deleted and replaced with the following: “7360-01-509-3586 Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg \$4.48”

► On page 98 of the original solicitation, under XXI. NEW ITEMS, paragraph D, the following is added after the first paragraph: “If an item is deleted or replaced by a new item, the customer is responsible for drawing down the existing inventory, before ordering the new replacement item. The new item will not be added to the catalog until existing inventory is depleted. In the event that there is no new item and a current catalog item is no longer needed or desired by the customer, the customer is still responsible for depleting the existing inventory on hand.

Item depletion is expected to occur within 3 months from the date the contractor is notified of deletion of an item. The customer is still responsible to deplete that item to the best of their ability, however if inventory remains on hand after 3 months from notification, then the contractor will be responsible for the cost of any excess material/inventory. The Government will not pay any product claims for material which is unused due to the deletion or replacement of any item after 3 months from notification.”

► On page 98 of the original solicitation, under XXI. NEW ITEMS, in the second paragraph under D, the sentence, “Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS.” is hereby deleted and replaced with the following: “**For new items only**, Prime vendors are encouraged to seek approvals prior to the items sailing from CONUS. “

► On page 106 of the original solicitation, under III. ORDER PLACEMENT, D. NAVY CUSTOMERS, paragraph 3, the word “CARGO” is hereby deleted and replaced with “MLL”.

► On page 109 of the original solicitation, the paragraph referencing dairy products under V. PRODUCT QUALITY, A. Shelf-life 1. b. iii. is deleted and replaced with the following:

“iii. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible and understandable “sell-by-date” or equivalent;

- a. Milk (fresh), Whipping Cream (fresh), Cream (fresh), and Half and Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw) must have minimum 7 days product shelf life remaining upon delivery.
- b. Half and Half (ultra-pasteurized) and Buttermilk must have a minimum 45 shelf life days remaining upon delivery.
- c. Whipping Cream (ultra-pasteurized), Cream (ultra-pasteurized) and Eggnog (ultra-pasteurized) must have a minimum 21 days product shelf life remaining upon delivery.
- d. Cottage Cheese, cultured, or acidified, normal shelf life, and Cottage Cheese, cultured or acidified, extended shelf life, must have a minimum 21 days product shelf life remaining upon delivery.
- e. Sour Cream must have a minimum 21 days product shelf life remaining upon delivery.
- f. Yogurt must have a minimum 21 days product shelf life remaining upon delivery.
- g. Ice Cream must have a minimum 7 months shelf life remaining upon delivery.”

► On page 127 of the original solicitation, under I. PACKAGING AND PACKING, B. Navy Ship Customers, after paragraph 1. The following paragraph is added:

“ 2. All beef, pork, lamb, and veal items shall be packaged in a vacuum process, gas flushed and wrapped in polyethylene wrapping, or vacuum packed and received in a frozen state. All poultry and seafood items are to be received in a frozen state. Commercial cartons will be used for all boxed items.”

► On page 134 of the original solicitation, under III. Palletization/Containerization, after paragraph D. the following is added: “E. With the exception of small orders that are less than a pallet load, all shipments of flour, sugar, salt, and rice must be further packaged in a tri-wall container.”

► Beginning on page 139 of the original solicitation, the entire section II. CONTRACT IMPLEMENTATION/ EFFECTIVE PERIOD, is hereby deleted and replaced with the following:

“II. CONTRACT IMPLEMENTATION/EFFECTIVE PERIOD

Since this is a new contract initiative with no prior Prime Vendor support in place, the Government intends to: (i) make award for a base period of 24 months including an implementation period of up to 180 days but at least 90 days after the award date for the new contract and (ii) establish a time phased implementation schedule during the contract’s first 30 days after contract award. During the implementation period, the newly awarded Prime Vendor will become the principal source of food and non-food supplies. Performance failure during this period may result in the contract termination for cause.

Upon receipt and after review and discussion, the Contracting Officer will assist the new Prime Vendor with forecasting levels and begin the ramp-up phase.

The following schedule is based upon contract award with a 180 day ramp-up/implementation period:

Ninety (90) days after contract award, the new Prime Vendor shall be required to establish fully functional catalogs and have its distribution systems in place, including all EDI support systems, for all customers under their respective contract(s). At a maximum of 120 days after contract award, the new PV will submit its first Total Asset Visibility (TAV) Report to the Contracting Officer. This report shows, by item and quantity, the location of each product in the pipeline, whether on order, in the PV's CONUS warehouse, on the water, or in the PV's OCONUS warehouse. The Prime Vendor shall fully prepare to support all customers under the contract at a maximum of 150 days after contract award. However, the Government reserves the right to phase in customer ordering points when it is in the best interest of the Government.

The Prime Vendor is required to submit a proposed implementation schedule to the Contracting Officer within 30 days after award. A contract implementation period of less than 180 days after contract award date is possible and desirable by the government. In the proposed schedule, the Prime Vendor may offer an implementation period of less than 180 days but at least 90 days in length from the date of contract award.

To fulfill requirements of contract, the contractor will begin performance on the contract at time of award. Performance of the contract incorporates the previously described ramp up phase. Base period of contract begins on the award date. Base period consists of 24 months.”

► On page 144 of the original solicitation, under V. TERMS OF INDEFINITE QUANTITY CONTRACT, paragraph A, the last two sentences of the paragraph are deleted and replaced with the following: “The ordering period begins after successful contract implementation. The effective contract period will run from the award date until twenty four (24) months thereafter.”

► The language under section VI. FILL RATE/SUBSTITUTIONS, paragraphs A, B, C, and D, (which was added to the solicitation via amendment 0004), is hereby deleted and replaced with the following:

“VI. FILL RATE/SUBSTITUTIONS

- A. Fill rates will be measured in three categories: non catch-weight items, catch-weight items, and overall (both non-catch weight and catch weight items combined). The required overall contract order fill rate is 98% for non catch-weight items, and 98% for catch-weight items. It is not necessary to propose a higher fill rate for either category, 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.
- B. 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.

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

* Note: Actual cases ordered and actual cases accepted represent the real quantity ordered and accepted based on adjustments caused by any of the conditions listed in the approved vendor short shipment code list (please see below). DLA Troop Support personnel may be required to verify the accuracy of these adjustments, so any documentation you may retain to prove such adjustments will be to your benefit. In order to claim adjustments to the original cases ordered and accepted, the vendor **MUST** submit a Vendor Fill Rate Exception Spreadsheet using the provided, pre-formatted DLA Troop Support Vendor Fill Rate

Exception Spreadsheet. Vendors are not to reformat the spreadsheet and are to submit their exception spreadsheet along with their fill rate reports.

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

$$\text{(Actual pounds accepted / Actual pounds ordered) X 100 = Fill Rate \%}$$

* Note: Actual pounds ordered and actual pounds accepted represent the real quantity ordered and accepted based on adjustments caused by any of the conditions listed in the approved vendor short shipment code list (please see below). DLA Troop Support personnel may be required to verify the accuracy of these adjustments, so any documentation you may retain to prove such adjustments will be to your benefit. In order to claim adjustments to the original cases ordered and accepted, the vendor MUST submit a Vendor Fill Rate Exception Spreadsheet using the provided, pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet. Vendors are not to reformat the spreadsheet and are to submit their exception spreadsheet along with their fill rate reports.

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

$$\text{(Actual Total cases accepted / Actual Total cases ordered) X 100 = Fill Rate \%}$$

* Note: The catch-weight items included in this formula are to be expressed in terms of cases, rather than pounds in order to provide a combined overall fill rate based on the same unit of measure. Actual cases ordered and actual cases accepted represent the real quantity ordered and accepted based on adjustments caused by any of the conditions listed in the approved vendor short shipment code list (please see below). DLA Troop Support personnel may be required to verify the accuracy of these adjustments, so any documentation you may retain to prove such adjustments will be to your benefit. In order to claim adjustments to the original cases ordered and accepted, the vendor MUST submit a Vendor Fill Rate Exception Spreadsheet using the provided, pre-formatted DLA Troop Support Vendor Fill Rate Exception Spreadsheet. Vendors are not to reformat the spreadsheet and are to submit their exception spreadsheet along with their fill rate reports.

- E. Definitions:

- a. 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.
- b. 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.
- c. Cases accepted: For non catch-weight items, the product quantity that the customer has received and accepted, not including damaged cases, and mis-picks.
- d. Cases ordered: For non catch-weight items, the product quantity requested by a customer.

- e. Pounds accepted: For catch-weight items, the product quantity that the customer has received and accepted, not including damaged cases, and mis-picks.
- f. 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%. “

► Under section VI. FILL RATE/SUBSTITUTIONS, paragraphs E, F, G, H, I, J, K, and L, which were added to the solicitation via amendment 0004, are hereby re-labeled to the next successive letter of the alphabet. For example, paragraph E is now labeled as paragraph F, and paragraph F, is now labeled as paragraph G.

► Under section VI. FILL RATE/SUBSTITUTIONS, under paragraph L as added to the solicitation via amendment 0004, the first note listed under the FILL RATE EXCEPTIONS which starts as “*Note: When using exception M...” is hereby deleted and replaced with the following: “*Note: When using exception M, the fill rate should be calculated as outlined above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%, however no single line item will be reported or credited for more than 100% fill-rate. Use this code when the accepted quantity is larger than the ordered quantity. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.”

► On page 147 of the original solicitation, under section IX. AUTHORIZED RETURNS, A. 4. the following note is added: “*Note to Offerors: Ships at sea are authorized to destroy or dispose of recalled products at their discretion. Documentation by the ships is required for the number of pounds and cases of destroyed product. If and when this occurs, the PV is nonetheless responsible for accepting returns for the recalled product.”

► Under section II. MANAGEMENT REPORTS, under paragraph A. 1. Monthly Fill Rate Report., as added to the solicitation via amendment 0004, the first sentence is hereby deleted and replaced with the following: “The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered.”

► Under section II. MANAGEMENT REPORTS, under paragraph A.5. as added to the solicitation via amendment 0004, the first note listed under the FILL RATE EXCEPTIONS which starts as “*Note: When using exception M...” is hereby deleted and replaced with the following: “*Note: When using exception M, the fill rate should be *calculated* as outlined above regardless of the fill rate percentage, i.e., 30 lbs accepted / 20 lbs ordered = 150%, however no single line item will be reported or credited for more than 100% fill-rate. Use this code when the accepted quantity is larger than the ordered quantity. This includes both catch-weight and non-catch-weight items and for any items should the accepted quantity be greater than the quantity ordered.”

► On page 171 of the original solicitation, in the section, 7. Proposal Preparation, at paragraph (iii), the following paragraphs are added before the sentence “All offerors must submit invoicing in binders as follows”:

“Revised Business Proposal submission must be submitted to DLA Troop Support Business Opportunities Office (DLA BCPD) by June 17, 2011 Not Later Than 1:00 P.M. local Philadelphia time. Offerors should submit their revised proposals as follows: Must submit two (2) copies of each revised proposal including each quote/invoice. Must use Standard 8 ½ x 11 paper for all documents including quotes/invoices. Each volume must be separate and labeled appropriately.

All previous terms and conditions regarding quote/invoice submission remain the same.

For all expired quotes/invoices you may submit a letter stating that all previously submitted product prices will be honored or extended until 30 days after award. If submitting new quotes/invoices, each quote/invoice provided must have the corresponding item number on the proposal spreadsheet.”

► On page 171 of the original solicitation, under the Addendum to 52.212-1, (7) Proposal Preparation, section (viii), the following sentence is hereby deleted: ” Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.”

► On page 172 of the original solicitation, under the Addendum to 52.212-1, (7) Proposal Preparation, section (ix), in the last sentence of the first paragraph, the word “realistic” is hereby deleted and replaced with the following word: “fair”.

► On page 184 of the original solicitation, under (v) FACTOR V – SOCIOECONOMIC CONSIDERATIONS - CRITERIA FOR EVALUATION OF FACTOR V: paragraph ii. The category “OTHER SB” is hereby deleted and offerors are not required to offer a percentage allocation to OTHER SB.

► On page 190 of the original solicitation, under 8. Submission Requirement - Business Proposal/Pricing, (ii) Item/Product Price, section B, paragraphs (1), (2), and (3) which begin “Product Price exactly as shown...” and ends “...the conversion factor would be set to six (6).” Are hereby deleted and replaced with the following:

“(1) Product Price based on the offeror’s measure for the purchase as substantiated by the manufacturer or grower quote or invoice (For example: Quote indicates FOB origin price \$100.00 per case of 50 lb. If offeror buys this item by the case, enter \$100.00; if the offeror buys this item by the pound, enter \$2.00).

(2) Gross Product Weight in pounds based on the offeror’s measure for the purchase as substantiated by the manufacturer or grower quote or invoice specified to two decimal places (For example: Quote indicates FOB origin price \$100.00 per case of 50 lb. If offeror buys this item by the case, enter 50; if the offeror buys this item by the pound, enter 1).

(3) Conversion Factor to Government Unit of Issue (UOI) The conversion factor is used to equalize the vendor's offer to the Gov't UOI. As examples:

- (a) for a 50 lb case purchased by PV by the case sold to DLA Troop Support as a UOI of the pound, the purchase measure=CS, the UOI=LB, and the Conversion Factor=50,
- (b) for a 50 lb case purchased by the PV by the pound, and sold to DLA Troop Support as a UOI by the pound, the PV measure=LB, the Gov't UOI=LB, so the Conversion Factor =1,
- (c) for a case of 24 cans purchased by the PV by the case and sold to DLA Troop Support as a UOI by the can, the PV measure=CS, the Gov't UOI=CN, and the Conversion Factor=24."

► On page 193 of the original solicitation, under **8. Submission Requirement – Business Proposal/Pricing – Volume II, (iii) Item/Unit Price**, under Quote/invoice presentation criteria, “vi. Item price per unit of measure and xi. **Gross Product Weight in pounds per unit of measure**” are hereby deleted and replaced with the following:

vi. Item price per offeror's measure for purchase (i.e. if item bought by the case (CS) then a CS price shall be indicated, and likewise, if item is bought by the LB, then a per LB price should be indicated)

xi. **Gross Product Weight in pounds per offeror's measure for purchase** (i.e. If bought by the CS then it shall indicate the gross product weight for the CS, likewise, if an item is bought by the LB, then the gross product weight per the measure for purchase is 1)

► On page 194 of the original solicitation, under **8. Submission Requirement – Business Proposal/Pricing – Volume II, (iii) Item/Unit Price**, the paragraph under Notes: 2. Beginning with “The invoice or quote....” and ending with “.....to be included with your offer.” is hereby deleted and replaced with the following:

“2. The invoice or quote for each proposed item shall include the solicitation line item number and be collated in sequential numerical order. All invoices/quotes shall identify the Item price per offeror's measure for purchase and shall also identify the Gross Product Weight per offeror's measure for purchase. Two separate copies (preferably in folder or booklet form) of the invoices/quotes are to be included with your offer.”

► On page 207 of the original solicitation, under Addendum to FAR 52.212-2, Total Evaluated Price the sentence “Even though aggregate prices will be used as the evaluation factors for the Business Proposals, individual line items will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are unbalanced. Offers may be rejected if they lack balance.” is hereby deleted and replaced with the following:

“Even though aggregate prices will be used as the evaluation factors for the Business Proposals, individual product prices will be evaluated and individual outliers will be identified and reviewed to determine if offered prices are reasonable. “

- ▶ On page 208 of the original solicitation, the following paragraph is deleted in its entirety:
“To be acceptable, the firm’s price proposal must be complete, balanced and reasonable. Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.”

- ▶ On page 212 of the original solicitation, clause, “FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (AUG 2009)” is hereby updated to April 2011.

- ▶ On pages 16 and 17 of the original solicitation, the following clauses which are incorporated by reference are deleted and replaced with the most current clauses by date as identified below:
 - FAR 52.204-9 - Personal Identity Verification of Contractor Personnel - (Jan 2011)
 - FAR 52.232-17 – Interest – (Oct 2010)
 - FAR 52.251-1 - Government Supply Sources – (Aug 2010)

- ▶ Attached is an updated Schedule of Items (SOI) spreadsheet attachment named “01-13-2011 Attachments 1, 2, Columbia, Guatemala, Peru” which supersedes the previous SOI.
 - (a) The heading for column “Z” was revised from “If not an exact Spec/Unit Match, please explain the difference between the Gov’t item and your offer” to “If not an exact Spec/Unit Match, please explain the difference between the Gov’t item and your offer. Other exceptions are also required to be noted here.” Other exceptions include but are not limited to: product price exception 1 – airfreight transportation applies; product price exception 2 – national price applies and lower distribution price offered; etc.
 - (b) The items identified below, by item number, have been deleted as a result of changing requirements. New items have not been added to the SOI at this time, however will be added during post award cataloging in accordance with the Statement of Work, Supplies/Services and Prices, Section, XXI. NEW ITEMS.

The following items by number have been deleted:

0011, 0013, 0044, 0067, 0071, 0075, 0094, 0095, 0158, 0161, 0174, 0175, 0209, 0210, 0211, 0233, 0240, 0243, 0244, 0254, 0255, 0256, 0258, 0265, 0271, 0273, 0276, 0278, 0312, 0315, 0318, 0321, 0322, 0336, 0339, 0349, 0353, 0359, 0361, 0366, 0376, 0380, 0410, 0414, 0428, 0432, 0441, 0444, 0448, 0451, and 0489

END OF AMENDMENT 0011