

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER PAGE 1 OF **6**

2. CONTRACT NO. SP0300-04-D-3084  
 3. AWARD/EFFECTIVE DATE 03/05/2004  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER SP0300-03-R-4016  
 6. SOLICITATION ISSUE DATE 05/08/2003

7. FOR SOLICITATION INFORMATION CALL: **YASMIN DOSSA**  
 a. NAME  
 b. TELEPHONE NUMBER (No collect calls) 215-737-8020  
 8. OFFER DUE DATE/ LOCAL TIME 08/12/03

9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-5092  
 CODE SP0300  
 10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: % FOR  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 8(A)  
 NAICS:  
 SIZE STANDARD:  
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING NA  
 14. METHOD OF SOLICITATION  
 RFO  IFB  RFP

15. DELIVER TO SEE SCHEDULE  
 CODE  
 16. ADMINISTERED BY SAME AS BLOCK 9  
 CODE

17a. CONTRACTOR/OFFEROR USFI, INC  
 500 W. 140TH STREET  
 GARDENA, CA 90248  
 CODE 01JU48 FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER  
 DFAS-CO-SEPS  
 P O BOX 182317  
 COLUMBUS, OH 43218-6260  
 CODE S33150  
 TELEPHONE NO. 310-768-1937

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ACQUISITION FOR FULL LINE FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN THE REPUBLIC OF KOREA  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 97X4930.5CS0 01 260 S33150  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$31,000,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REF. USFI INC OFFER DATED 08/09/2003. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


30b. NAME AND TITLE OF SIGNER (Type or print) YASMIN DOSSA  
 30c. DATE SIGNED  
 31b. NAME OF CONTRACTING OFFICER (Type or print)  
 31c. DATE SIGNED 3/12/03

---

**SOLICITATION/CONTRACT FORM**

The following documents are incorporated into this contract:

Amendment 0001 dated 11 June 2003  
Amendment 0002 dated 27 June 2003  
Amendment 0003 dated 14 November 2003

USFI Inc., Business Proposal dated January 20, 2004 as revised during discussions and final proposal revisions. The Government agrees that any of the information contained therein which is proprietary will be protected.

Contractor item invoices are for the use of the Contracting Officer for price verification. The invoices are not considered to be incorporated into the contract.

---

**SUPPLIES OR SERVICES AND PRICES**

**ITEM:**

USFI as Prime Vendor for the Republic of Korea, will provide subsistence items to All Air Force, Army, and Marine troop facilities, Naval ashore facility and visiting ships, and NAF Clubs/Seaman's Service Customers. And additional customers based on mutual agreement.

**WORK TO BE PERFORMED:**

As stated on pages 7 through 8, as amended, in the solicitation portion of this contract.

**FOB TERMS:**

FOB Destination for all items.

**PRICES:**

The unit prices for all items shall be in accordance with the addendum to clause 52.212-4, Paragraph (t) "Price Changes".

The "Unit Price" consists of the "Delivered Price" plus the "Distribution Price". The "Distribution Price" will remain fixed throughout the term of the contract. The Distribution Fees for the base year are as follows:

Category Number	Category Description	Distribution Fee	Unit of Issue
1	Chilled Meat and Poultry, Frozen Meat and Poultry , Seafood (other than canned), Cheese		
	Unit Cost from \$0.00 to \$1.00		LB
	Unit Cost from \$1.01 to \$1.25		LB
	Unit Cost from \$1.26 to \$1.50		LB
	Unit Cost from \$1.51 to \$1.75		LB
	Unit Cost from \$1.76 to \$2.00		LB
	Unit Cost from \$2.01 to \$2.25		LB
	Unit Cost from \$2.26 to \$2.50		LB
	Unit Cost from \$2.51 to \$2.75		LB
	Unit Cost from \$2.76 to \$3.00		LB
	Unit Cost from \$3.01 to \$3.25		LB
	Unit Cost from \$3.26 to \$3.50		LB
	Unit Cost from \$3.51 to \$3.75		LB
	Unit Cost from \$3.76 to \$4.00		LB
	Unit Cost from \$4.01 to \$5.00		LB
	Unit Cost from \$5.01 to \$6.00		LB
	Unit Cost from \$6.01 to \$7.00		LB
	Unit Cost from \$7.01 to \$8.00		LB
	Unit Cost from \$8.01 to \$10.00		LB
	Unit Cost from \$10.01 to \$12.00		LB
	Unit Cost from \$12.01 to \$14.00		LB
	Unit Cost from \$14.01 and up		LB
2	Seafood (Canned)		CS
3	Fruits/Vegetables Frozen		CS
4	Fruits/Vegetables Fruits/Tomato Paste, (Number 10 Size Can)		CS
5	Fruits/Vegetables Fruits/Tomato Paste, (Non-Refrigerated Other than Number 10 Size Can)		CS
6	Cereal Products		CS
7	Pasta & Rice		CS
8	Snack Foods (to include Chips, Cookies, Granola Bars, Candy, Individual Pastries		CS

Category Number	Category Description	Distribution Fee	Unit of Issue
9	Soups, Bouillon's, Gravy Bases or Gravy Mixes		CS
10	Dairy (other than cheese)		CS
11	Bakery Products to include dough (Chilled or Frozen)		CS
12	Baking Mixes, Baking Ingredients or Pie Fillings		CS
13	Spices, Flavorings or Food Colorings		CS
14	Condiments, Salad Dressings and Spices		CS
15	Sugar or Flour (Bulk Sizes)		CS
16	Dressings, Sauces, Toppings, Syrups, Condiments, Jams or Jellies, table top sizes or individual/portion controlled sized items		CS
17	Shortenings and Oils (i.e. cooking oil, salad oil, olive oil and etc)		CS
18	Coffee, Tea or Coca (dry)		CS
19	Beverage (Without Dispenser Equipment)		CS
20	Beverage Bases and Concentrates (liquid or dry) to include dispenser products (Equipment & Service)		CS
21	Other Refrigerated Food Products not covered above		CS
22	Other Non-Refrigerated Food Products not covered above		CS
23	MUSIC Items		CS
24	Government Furnished Material (GFM) for Prime Vendor Distribution (includes Fresh Fruits & Vegetables (FF&V), Market Ready & Items Locally Purchased by DSCP Pacific)		CS
25	GFM Disposal Fee		CS
26	Unitized Group Rations-A (UGR-A)		CS
27	UGR-A (inspection/rework fee)		CS
28	Food Service Operating Supplies (FSOS)		CS
29	FSOS (Kitchen Small Wares & Other)		CS
30	ESL Milk and Dairy Products (GFM)		CS
31	Concentrated Milk		CS

If the Government determines to invoke the options, the Distribution Fees for option years one to four will be increase by the distribution rate of change of 2%.

This contract contains a guaranteed minimum of twenty-five percent (25%), \$7.75 million, of the estimated dollar value. The estimated dollar value of the base year of this contract is \$ 31 million. The maximum ceiling will be two hundred percent (200%), \$93 million, of the estimated dollar value. In the event of surge, mobilization or operational deployment, the government reserves the right to unilaterally execute an alternate maximum ceiling of five hundred percent (500%), \$155 million, of the estimated dollar value.

---

### **INSPECTION AND ACCEPTANCE**

Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, all food deliveries are subject to Military Veterinary inspection and all delivery vehicles are subject to sanitary inspection at destination. Each authorized receiving official at each delivery location will be responsible to sign for and accept products as they are delivered. The final disposition decision rests with the authorized final receiving official.

---

### **DELIVERIES AND PERFORMANCE**

#### **DELIVERY REQUIREMENTS**

Delivery will be required within 48 hours after order placement, unless otherwise required by the ordering facilities; e.g., emergency situations.

#### **EMERGENCY DELIVERIES:**

In emergency situations, same day delivery or delivery on a Saturday or Sunday or Federal and Local Holidays may be necessary. Emergency orders (excluding mobilization actions) will be at no additional charge.

**ORDER PLACEMENT:**

Ordering of supplies under this contract shall be performed by the ordering activity via Subsistence Total Ordering and Receipting Electronics Systems (STORES).

For each delivery, the Contractor shall submit invoices to the ordering facility and the DFAS payment office cited on page 37 on the solicitation portion of the contract.

**DELIVERY LOCATIONS:**

USFI Inc. will be required to make deliveries to the customer locations listed, as amended on the solicitation portion of this contract. Additional customers will be added as necessary and in accordance with the terms of the solicitation.

**PLANT LOCATION:**

USFI Inc.  
500 W. 140<sup>th</sup> Street  
Gardena, CA 90248

**MAIL ADDRESS:**

Same as plant location

---

**CONTRACT ADMINISTRATION DATA**

DSCP Philadelphia will perform administration of the contract.

All pertinent correspondence relative to this contract/order shall be directed to the DSCP Contracting Officer and the DSCP Contracting Officer Representative in Republic of Korea. Contractor request for deviations from, or waiver of, specification requirements shall be submitted to the Procuring Contracting Officer (PCO).