

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. SOLICITATION NUMBER N/A	PAGE 1 OF 21	
2. CONTRACT NO. SP0300-99-D-2968	3. AWARD/EFFECTIVE DATE 4/23/99	4. ORDER NUMBER	5. SOLICITATION NUMBER SP0300-98-R-4043	6. SOLICITATION ISSUE DATE 27 AUG 98		
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME PAT AMENDOLIA OR KATHY MORRIS		b. TELEPHONE NUMBER (do not enter) (215) 737-4469		
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA ATTN: DSCP-HFVH 2800 SOUTH 20TH STREET PHILADELPHIA, PA 19145 PAT AMENDOLIA 215-737-4469 KATHY MORRIS 215-737-7518 JANINE SAMONI 215-737-2940		CODE SP0102	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL BUSINESS, BUSINESS <input type="checkbox"/> NA SIZE STANDARD: 500		11. DELIVERY FOR FCI DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13. THIS CONTRACT IS A BATED ORDER UNDER 13a. BATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> RF <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SAME AS BLOCK 9		CODE	
17a. CONTRACTOR OFFICE CODE 00YK55 FACILITY CODE 00YK55 SYSCO FOOD SERVICES OF CENTRAL FLORIDA 200 WEST STORY ROAD TCOFF, FL 34761		18. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER ATTN: DFAS-CO-SEP - P.O. BOX 182317 COLUMBUS, OH 43218		CODE S33150		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18b UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR FOR DOD AND NON-DOD CUSTOMERS IN FLORIDA: HAITI, HONDURAS AND AUTC					
This is an Indefinite Quantity Contract With A One Year Base Term and Four One Year Options						
25. ACCOUNTING AND APPROPRIATION DATA SG97X4930.5CSO 01 26.0 S33150				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$4,057,620.00 (Estimated)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDRESS			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDRESS			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH NAME AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE SP0300-98-R-4043 OFFER DATED 8/27/98 YEAR ORDER ON SOLICITATION BLOCK INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS:			
30. SIGNATURE OF OFFEROR/CONTRACTOR <i>Stephen F. Smith</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Pat Amendolia</i>			
30a. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Stephen F. Smith Proc. Mgr			30b. DATE SIGNED 10/8/98		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PAT AMENDOLIA	
30c. DATE SIGNED			31c. DATE SIGNED MAY 04 1999		32. AMOUNT VERIFIED CONTRACT FOR	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>		34. VOUCHER NUMBER	
33a. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			33b. DATE SIGNED		35. CHECK NUMBER	
33c. SIGNATURE AND TITLE OF VERIFYING OFFICER			33d. DATE SIGNED		36. PAID BY	
33e. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			33f. RECEIVED BY (Print)		33g. CHECK NUMBER	
33g. RECEIVED AT (Location)			33h. DATE REC'D (MM/DD/YY)		33i. CHECK NUMBER	

SOLICITATION/CONTRACT FORM

- THE FOLLOWING AMENDMENTS ARE HEREBY INCORPORATED AS PART OF THIS CONTRACT:
 - AMENDMENT 0001 DATED OCTOBER 6, 1998.
 - AMENDMENT 0002 DATED OCTOBER 14, 1998.
- THE FOLLOWING FORM YOUR OFFER AND ARE HEREBY INCORPORATED INTO YOUR CONTRACT:
 - (X) TECHNICAL PROPOSAL DATED OCTOBER 8, 1998. (IT SHOULD BE NOTED THAT THE TECHNICAL PROPOSAL WAS USED FOR EVALUATION PURPOSES ONLY; HOWEVER, ALL ELEMENTS OF THE TECHNICAL PROPOSAL WHICH EXCEEDED THE GOVERNMENT'S REQUIREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT.
 - (X) FINAL PROPOSAL REVISION DATED FEBRUARY 24, 1999.
- BLOCK 17b. REMIT TO ADDRESS FOR DETAILED SUMMARY:

SYSCO FOOD SERVICES OF CENTRAL FLORIDA
P.O. BOX 130
OCOEE, FL 34761

SUPPLIES OR SERVICES AND PRICES

- CUSTOMERS:
 - CAMP BLANDING
 - PATRICK AFB CHILD DEVELOPMENT CENTER
 - PATRICK AFB RIVERSIDE DINING FACILITY
 - PATRICK AFB, MILITARY SEALIFT COMMAND
 - PORT CANAVERAL
 - MACDILL AFB DINERS REEF
 - MACDILL AFB HOSPITAL
 - KEY WEST DIVING SCHOOL
 - NAS KEY WEST GALLEY (BOCA CHICA)
 - USCG MIAMI BEACH
 - USCG CLEARWATER
 - USCG ST. PETERSBURG
 - USCG KEY WEST
 - US IMMIGRATION SERVICE/KROME DETENTION CENTER
 - MIAMI JOB CORPS
 - HAITI

SYSCO FOOD SERVICES OF CENTRAL FLORIDA

- SOTO CANO AIR BASE, HONDURAS
- ATLANTIC UNDERSEA TEST AND EVALUATION CENTER (AUTEC) - BAHAMAS

ADDITIONAL DOD AND NON-DOD CUSTOMERS IN FLORIDA, OR SUPPORTED FROM A PORT LOCATED IN FLORIDA, MAY BE ADDED TO THIS CONTRACT AS LONG AS THE NEW CUSTOMERS DO NOT INCREASE THE DOLLAR VALUE OF THIS CONTRACT BY 25% OF THE TOTAL ESTIMATE AT THE MAXIMUM OR ALTERNATE CEILING.

- **ITEMS:** TOTAL FOOD AND BEVERAGE SUPPORT, LESS FRESH FRUITS AND VEGETABLES, FRESH MILK, AND FRESH BREAD.
- **DELIVERY:** ITEMS ORDERED SHOULD BE ROUTINELY DELIVERED ON A "SKIP-DAY" BASIS, OR AN ALTERNATE DELIVERY PERIOD AS SPECIFIED BY THE CUSTOMER.
- **MINIMUM CASE REQUIREMENT:** 20 CASES PER MONTH
- **CONTRACT TERM:** ONE (1) YEAR BASE TERM WITH FOUR (4) ONE-YEAR OPTIONS
- **QUANTITY TYPE:** INDEFINITE QUANTITY CONTRACT – FIRM FIXED PRICE
- THIS CONTRACT CONTAINS A GUARANTEED MINIMUM OF 10% OF THE ESTIMATED DOLLAR VALUE. THE ESTIMATED DOLLAR VALUE OF THE BASE TERM OF THE CONTRACT IS \$4,057,620.00. THE MAXIMUM CEILING WILL BE 125% OF THE ESTIMATED DOLLAR VALUE. IN THE EVENT OF EMERGENCIES AND/OR MOBILIZATION, THE GOVERNMENT RESERVES THE RIGHT TO UNILATERALLY EXECUTE AN ALTERNATE MAXIMUM CEILING OF 150% OF THE ESTIMATED DOLLAR VALUE.
- TO THE EXTENT THAT CUSTOMERS DO NOT MEET THEIR ESTIMATED DOLLAR PURCHASES, THE CONTRACTING OFFICER RESERVES THE RIGHT TO ADD MORE THAN 25% OF ADDITIONAL BUSINESS EQUIVALENT TO THE PERCENTAGE OF UNUSED BUSINESS.
- **PRICING:** FIRM FIXED PRICE
 - ALL PRICING WILL BE FIRM AT TIME OF ORDER FOR CUSTOMERS LOCATED IN THE CONTINENTAL UNITED STATES (CONUS) AS LONG AS THE DELIVERY DATE IS WITHIN SIX DAYS STARTING FROM THE DAY AFTER THE ORDER IS PLACED.

- ALL PRICING WILL BE FIRM AT THE TIME OF DELIVERY FOR CUSTOMERS LOCATED OUTSIDE THE CONTINENTAL UNITED STATES (CONUS).
 - ALL UNIT PRICES SHALL BE FORMULATED IN ACCORDANCE WITH CLAUSE 52.212-4(t).
 - THE UNIT PRICE IS CALCULATED BY ADDING THE "DELIVERED PRICE" AND THE "DISTRIBUTION PRICE". THE DISTRIBUTION PRICES FOR FOOD AND BEVERAGE ITEMS ARE LISTED IN THIS CONTRACT.
 - DELIVERED PRICES WILL BE UPDATED WEEKLY AND WILL BE EFFECTIVE FROM MONDAY THROUGH SUNDAY.
 - UNIT PRICES MAY NOT EXTEND BEYOND TWO (2) PLACES AFTER THE DECIMAL POINT.
 - IF THE GOVERNMENT DETERMINES TO INVOKE THE OPTIONS, THE DISTRIBUTION PRICES WILL REMAIN THE SAME.
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- **ORDERING PERIOD:** THE EFFECTIVE ORDERING PERIOD OF THE CONTRACT WILL COMMENCE WITH THE FIRST SIGNIFICANT ORDER, EXCLUDING TEST ORDERS, THROUGH ONE YEAR THEREAFTER. THIS INCLUDES MANUAL ORDERS AND/OR CONTRACTOR'S COMMERCIAL ORDERING SYSTEM ORDERS THAT MAY BE NECESSARY UNTIL THE GOVERNMENT'S ORDERING SYSTEM, I.E. STORES/SPVI+ IS OPERATIONAL.

DESCRIPTION/SPECIFICATIONS

- **ORDERING SYSTEM:** MOST CUSTOMERS WILL UTILIZE THE GOVERNMENT'S ELECTRONIC ORDERING SYSTEM, EITHER SPVI + OR STORES, AT THE TIME OF IMPLEMENTATION.
- **PLACEMENT OF ORDERS:** ORDERS WILL BE PLACED WITH THE PRIME VENDOR VIA SPVI+/STORES, OR MANUALLY, TO ACCOMMODATE A "SKIP-DAY DELIVERY FOR CONUS CUSTOMERS. OVERSEAS CUSTOMERS SHALL PLACE ORDERS VIA STORES TO ACCOMMODATE A LEADTIME OF APPROXIMATELY THREE (3) WEEKS.
- **CUTOFF TIME:** ORDERS SHOULD BE PLACED PRIOR TO 4 P.M. TWO (2) DAYS PRIOR TO THE REQUIRED DELIVERY DATE. ADD ONS SHOULD BE PLACED PRIOR TO 4:00 P.M. THE DAY BEFORE DELIVERY. CANCELLATIONS SHOULD BE MADE BY 2:00 P.M. PRIOR TO NEXT DAY DELIVERY. THESE TIMES ARE SUBJECT TO CHANGE BASED ON MUTUAL CONSENT BETWEEN A CUSTOMER AND SYSCO FOOD SERVICES OF CENTRAL FLORIDA.

- THE PROPOSED FILL RATE FOR THIS CONTRACT IS 99.2% WITHOUT SUBSTITUTIONS AND 99.5% WITH SUBSTITUTIONS.
- THE PROPOSED SUBCONTRACTING GOAL TO SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS IS 30%.

PACKAGING AND MARKING

- ALL PACKAGING AND MARKING SHALL BE IN ACCORDANCE WITH GOOD COMMERCIAL PRACTICE. LABELING SHALL BE IN ACCORDANCE WITH COMMERCIAL LABELING COMPLYING WITH THE FEDERAL FOOD, DRUG, AND COSMETIC ACT AND REGULATIONS PROMULGATED THEREUNDER.
- SHIPPING CONTAINERS SHALL BE IN COMPLIANCE WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE.

INSPECTION AND ACCEPTANCE

- INSPECTION AND ACCEPTANCE OF PRODUCTS WILL BE PERFORMED AT DESTINATION. THE AUTHORIZED RECEIVING OFFICIAL AT EACH DELIVERY POINT IS RESPONSIBLE FOR INSPECTING AND ACCEPTING PRODUCTS AS THEY ARE DELIVERED.
- INSPECTION WILL BE AT DESTINATION FOR IDENTITY, COUNT AND CONDITION.
- THREE (3) COPIES OF THE DELIVERY TICKET/INVOICE MUST ACCOMPANY EACH SHIPMENT.
- TWO (2) COPIES OF THE SIGNED AND ANNOTATED DELIVERY TICKET/INVOICE WILL SERVE AS THE ACCEPTANCE DOCUMENT.
- IF PRODUCT IS DETERMINED TO BE EITHER DEFECTIVE OR DAMAGED, IT MAY BE REJECTED BY THE AUTHORIZED RECEIVING OFFICIAL. DELIVERY INVOICES SHALL BE ANNOTATED TO REFLECT THE ITEMS THAT WERE REJECTED BY ADJUSTING THE QUANTITY AND DOLLAR VALUE. THE TOTAL DOLLAR VALUE OF THE INVOICE MUST ALSO BE ADJUSTED.
- THE VENDOR IS RESPONSIBLE FOR INSPECTING ALL SEAVANS FOR CLEANLINESS AND CONDITION. CONTAINERS THAT ARE UNSANITARY OR FAIL TO MAINTAIN PROPER TEMPERATURES SHALL BE REJECTED BACK TO THE CARRIER.

DELIVERIES AND PERFORMANCE

- **FOB TERMS:** FOB DESTINATION
- THE FOLLOWING IS DESIGNATED AS THE PLANT LOCATION AND THE SHIPPING LOCATION FOR THE PERFORMANCE OF THIS CONTRACT:

**SYSCO FOOD SERVICES OF CENTRAL FLORIDA
200 WEST STORY ROAD
OCOEE, FL**

- DELIVERIES SHALL NORMALLY BE MADE ON A "SKIP-DAY" BASIS FOR CONUS CUSTOMERS, AND APPROXIMATELY IN 21 DAYS FOR OCONUS CUSTOMERS.
- **HAITI AND HONDURAS CUSTOMERS:** CONTAINERS WILL BE DELIVERED TO THE VENDOR BY THE CARRIER AND THE VENDOR WILL BE RESPONSIBLE FOR INSPECTING, CORRECTLY LOADING, BLOCKING, AND BRACING THE CONTAINER. THE CARRIER WILL THEN PICK UP THE LOADED CONTAINERS AND DELIVER THEM TO PORT EVERGLADES. PRIOR TO DELIVERY, THE VENDOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY PAPERWORK AND FOR SCHEDULING RECEIPT OF CONTAINERS IN ORDER TO MEET BARGE SCHEDULES.

CONTRACT ADMINISTRATION DATA

- **ADMINISTRATION:** ADMINISTRATION OF THE CONTRACT WILL BE PERFORMED BY DSCP. ADMINISTRATION OF THE DELIVERY ORDERS WILL BE PERFORMED BY THE CUSTOMER.
- **INVOICING:**
 - EACH SHIPMENT SHALL BE ACCOMPANIED BY THREE (3) COPIES OF THE INVOICE (AN ORIGINAL PLUS TWO (2) COPIES). THE RECEIVING OFFICIAL SHOULD RETAIN A COPY OF THE INVOICE AT THE CUSTOMER'S LOCATION. THE ORIGINAL INVOICE SHALL BE RETURNED TO THE PRIME VENDOR.
 - THE CONTRACTOR MUST SUBMIT TWO (2) COPIES OF THE INVOICE, THE ORIGINAL SIGNED INVOICE AND A COPY, TO THE DEFENSE FINANCE AND ACCOUNTING OFFICE (DFAS) IN COLUMBUS, OHIO FOR PAYMENT. THE ADDRESS IS NOTED ON PAGE 1, BLOCK 18a, OF THE CONTRACT.

SYSCO FOOD SERVICES OF CENTRAL FLORIDA

- THE FOLLOWING ADDRESS MUST APPEAR IN THE "BILL TO" OR "PAYMENT WILL BE MADE BY" BLOCK OF THE CONTRACTOR'S INVOICE:
 - DFAS – COLUMBUS CENTER
 - ATTN: DFAS-CO-SEP
 - P.O. BOX 182317
 - COLUMBUS, OH 43218

- EACH INVOICE SHALL CONTAIN SUFFICIENT DATA FOR BILLING PURPOSES. THIS INCLUDES, BUT IS NOT LIMITED TO:
 1. CONTRACT NUMBER, CALL OR DELIVERY ORDER NUMBER, AND PURCHASE ORDER NUMBER;
 2. DODAAC – DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE;
 3. CONTRACT LINES LISTED IN NUMERIC SEQUENCE (ALSO REFERRED TO AS CLIN ORDER);
 4. ITEM NOMENCLATURE;
 5. CLEARLY IDENTIFIED AND ANNOTATED CHANGES ON ALL COPIES; AND
 6. TOTAL DOLLAR VALUE ON EACH INVOICE (REFLECTING CHANGES TO THE SHIPMENT, IF APPLICABLE).

- YEAR 2000 COMPLIANCE PROVISION ON PAGE 31 OF THE SOLICITATION IS DELETED. THE FOLLOWING LANGUAGE IS INCORPORATED INTO THE CONTRACT:

"THE CONTRACTOR MUST TAKE ALL PRUDENT AND FORESEEABLE ACTION NECESSARY TO ACHIEVE Y2K COMPLIANCE OF ITS SYSTEMS BY DECEMBER 31, 1999. THIS INCLUDES, BUT IS NOT LIMITED TO, THE CONTRACTOR'S ORDER ENTRY SYSTEMS, EC/EDI EQUIPMENT SYSTEM INTERFACES, AND SYSTEMS THAT PROCESS INVOICES. THE CONTRACTOR GUARANTEES AND WARRANTS THAT ITS PERFORMANCE UNDER THIS CONTRACT WILL NOT BE IMPAIRED AS A RESULT OF Y2K ISSUES.

THE CONTRACTOR ALSO GUARANTEES AND WARRANTS THAT PERFORMANCE UNDER THIS CONTRACT WILL NOT BE IMPAIRED AS A RESULT OF Y2K ISSUES INVOLVING ITS SUBCONTRACTORS.

SHOULD ANY Y2K PROBLEMS OCCUR WITH THE CONTRACTOR'S SYSTEMS, THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY RESULTING PROBLEMS AT NO COST TO THE GOVERNMENT."

- CLAUSE 52.212-4, PARAGRAPH (u) INTERORGANIZATIONAL TRANSFERS AND FREIGHT COSTS, IS DELETED.
- THE FOLLOWING CLAUSE IS INCORPORATED IN FULL TEXT:

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS.

(B) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M)

(1) TAXPAYER IDENTIFICATION NUMBER (TIN).

TIN: 74-25-414-32

TIN HAS BEEN APPLIED FOR.

TIN IS NOT REQUIRED BECAUSE:

OFFEROR IS A NONRESIDENT ALIEN, FOREIGN CORPORATION, OR FOREIGN PARTNERSHIP THAT DOES NOT HAVE INCOME EFFECTIVELY CONNECTED WITH THE CONDUCT OF A TRADE OR BUSINESS IN THE U.S. AND DOES NOT HAVE AN OFFICE OR PLACE OF BUSINESS OR A FISCAL PAYING AGENT IN THE U.S.;

OFFEROR IS AN AGENCY OR INSTRUMENTALITY OF A FOREIGN GOVERNMENT;

OFFEROR IS AN AGENCY OR INSTRUMENTALITY OF A FEDERAL, STATE, OR LOCAL GOVERNMENT;

OTHER. STATE BASIS.

(2) CORPORATE STATUS.

CORPORATION PROVIDING MEDICAL AND HEALTH CARE SERVICES, OR ENGAGED IN THE BILLING AND COLLECTING OF PAYMENTS FOR SUCH SERVICES;

OTHER CORPORATE ENTITY;

NOT A CORPORATE ENTITY;

SOLE PROPRIETORSHIP

PARTNERSHIP

HOSPITAL OR EXTENDED CARE FACILITY DESCRIBED IN 26 CFR 501(C)(3) THAT IS EXEMPT FROM TAXATION UNDER 26 CFR 501(A).

(3) COMMON PARENT.

OFFEROR IS NOT OWNED OR CONTROLLED BY A COMMON PARENT.

NAME AND TIN OF COMMON PARENT:

NAME SYSCO CORPORATION

TIN 74-1648137

CA	Description	Zone 2 Central Florida		
1	Raw Top Butt 184; Strip Loin 180; Tender Loin 189; Rib Eye Roll 112; Lip On Rib Eye 112A; 109 Ribs; Cooked Dried Beef; Flank Steak; Fajita Meat			
2	Precut Beef Steaks			
3	Ground Beef Bulk & Patties 85/15 & 90/10; Diced Pork & Beef; Primal Raw Beef & Pork Round & Roast; Boneless Turkey Roast; Raw Pork Spare Ribs 3-1/2 & down; Canned Ham; Formed Pre-Portion Steaks w/TVP (Veal, Beef, Pork & Chicken)			
4	Raw Bone-In & Cooked Turkey Breast & Rolls; Breaded Chicken Parts; Raw Veal; Calf Roast or Steamship Round; Hams - Virginia, Spiral, Buffet, Plt, Football, Bone-In Raw Ham; Layout Bacon			
5	Ground Beef Bulk & Patties 90/10; Bone-In & Bnls Pork Loin & Chops; Raw Duck; Beef Spare Ribs; IQF Raw Chicken; Soft Cotto Salami; Whi Turkeys; Cornish Game Hens			
6	Ground Beef Bulk & Patties 80/20, 75/25 & TVP; Gmd. Turkey; Ham Hocks; Pig Feet; Chitterings; Bulk Bacon; Raw Whole & Cut Up Chicken			
7	Raw Corned Beef; Pastrami; Hard Genoa Salami; Braising Steak; Beef Ribs; Franks; Bologna; Sliced Liver; Raw & Preckd Pure Pork Breakfast Sausage; Raw Bnls Chicken Breast; Ckd Roast Beef			
8	Specialty Cut Cooked, Cubed & Sliced i.e, Ham Turkey, Corned Beef, Roast Beef; Raw Pre-Portion Bnls Cutlets; Philly Steaks; Chicken Fried Steaks & Nuggets; Breaded Beef, Pork, Chicken Steakets; Canadian Bacon; Pepperoni			
9	Pure Bacon Bits; Cooked Wings; Beef, Turkey, & Whole Hog Sausage Links & Patties; Baby Back Ribs; Meat Balls; Raw & Ckd Beef, Kielbasa, Polish, Italian & Bratwurst Sausage; & "Mighty Rib" Ribbettes			
10	Whole Lobster; Lobster Tails; Crab Legs			
11	Premium Fish Whole & Portioned Fillets; Raw & Breaded (i.e. Trout, Orange Roughy, Haddock, Pike, Red Fish, Snapper, Salmon, Calimari, Imitation Crab, Sole, Halibut or Cod)			
12	Standard Fish Whole & Portioned Fillets; Raw & Breaded (i.e. Perch, Catfish, Pollock and Whiting)			
13	Raw Unpeeled Shrimp, Oysters, Clams; P&D Raw & Ckd Shellfish, Shrimp, Scallops & Brd Shrimp			
14	Frozen Appetizers; Preckd Bacon; Cordon Bleu Stuffed Breast; Tray Entrees; Pizza; Pizza Crust			
15	Bagels(All Varieties); Prepared, Muffin(Plain or Flavored), Biscuits, Donuts and Danish			
16	Precooked Waffles, French Toast & fzn Pancakes			
17	Frozen Vegetables; Specialty & Seasoned Potatoes; Hash Browns; Onion Rings			
18	Standard French Fries			
19	Standard Pack & IQF Frozen Fruits; Fzn Eggs			
20	Sheet Cake; Layer Cake; Cheesecake; Specialty Pies; Fruits Pies; Gourmet Pies; Cobbler			

**SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: April 28, 1999

CONTRACTOR: **Sysco Food Services of Central Florida, Inc.**
 ADDRESS: **200 West Story Road**
Ocoee, Florida 34761

SOLICITATION OR CONTRACT NUMBER: SP0300-98-R-4043

ITEM/SERVICE: Full Food Line Distributor - Florida - Zone 2

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of the solicitation:

1. (a) The following percentage goals expressed in terms of a percentage of total planned subcontracting (supplier) dollars are applicable to the contract awarded under the solicitation cited above.

Small business concerns: 30 - 37% of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns, subject however to the limitation set forth in paragraph 1(b) below. This goal should equate to the following dollar amounts:

	BASE 30%	OPTION 1 32%	OPTION 2 33%	OPTION 3 35%	OPTION 4 37%
Total estimated to be subcontracted (cumulative)	\$4,057,620	\$8,362,240	\$12,666,860	\$17,971,480	\$23,476,100
Small Business Goal (cumulative)	\$1,217,286	\$2,675,917	\$4,180,064	\$6,290,018	\$8,686,157

Small disadvantaged business concerns: 6 - 9% of total planned subcontracting dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by socially and economically disadvantaged individuals, subject, however to the limitation set forth in paragraph 1(b) below. This goal should equate to approximately the following dollar amounts:

	BASE 6%	OPTION 1 7%	OPTION 2 8%	OPTION 3 8%	OPTION 4 9%
Total estimated to be subcontracted (cumulative)	\$4,057,620	\$8,362,240	\$12,666,860	\$17,971,480	\$23,476,100
Small Disadvantaged Business (cumulative)	\$243,457	\$585,357	\$1,013,349	\$1,437,718	\$2,112,849

Woman-owned small business concerns: 6 - 8% of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by women, subject, however to the limitation set forth in paragraph 1(b) below. This goal should equate to approximately the following dollar amounts:

	BASE 6%	OPTION 1 6%	OPTION 2 6%	OPTION 3 7%	OPTION 4 8%
Total estimated to be subcontracted (cumulative)	\$4,057,620	\$8,362,240	\$12,666,860	\$17,971,480	\$23,476,100
Women-Owned Small Business (cumulative)	\$243,457	\$501,734	\$760,012	\$1,258,004	\$1,878,088

Hub Zone business concerns: 1% of our total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns located in hub zones. This goal should equate to approximately the following dollar amounts:

	BASE 1%	OPTION 1 1%	OPTION 2 1%	OPTION 3 1%	OPTION 4 1%
Total estimated to be subcontracted (cumulative)	\$4,057,620	\$8,362,240	\$12,666,860	\$17,971,480	\$23,476,100
Hub Zone Business Concerns (cumulative)	\$40,576	\$83,622	\$126,669	\$179,715	\$234,761

Total subcontracting goals should equate to the following:

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Total estimated to be subcontracted (cumulative)	\$4,057,620	\$8,362,240	\$12,666,860	\$17,971,480	\$23,476,100
Small Business Goal (cumulative)	\$1,217,286	\$2,675,917	\$4,180,064	\$6,290,018	\$8,686,157
Large Business (cumulative)	\$2,840,334	\$5,686,323	\$8,486,796	\$11,681,462	\$14,789,943
Regular Small Business (cumulative)	\$689,796	\$1,505,204	\$2,280,034	\$3,414,581	\$4,460,459
Small Disadvantaged Business (cumulative)	\$243,457	\$585,357	\$1,013,349	\$1,437,718	\$2,112,849
Women-Owned Small Business (cumulative)	\$243,457	\$501,734	\$760,012	\$1,258,004	\$1,878,088
Hub Zone Business Concerns (cumulative)	\$40,576	\$83,622	\$126,669	\$179,715	\$234,761

(b) The following principal product categories will be subcontracted (supplied) under this contract. For each product category listed below, we have estimated and listed next to each product category the source availability from small, small disadvantaged, small women-owned and large concerns as follows:

1. Fresh and Frozen Meat Items: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.
2. Frozen Fish Items: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.
3. Frozen Fruit and Vegetables: Large Business and Small Business.
4. Produce: Large Business and Small Business.
5. Frozen Specialty Items: Large Business, Small Business, Small Disadvantaged Business and Small Women-Owned Business.
6. Canned Fruits, Vegetables, Cereals and Specialty Items: Large Business, Limited Number of Small Business.
7. Dry Goods, Food service Products: Large Business, Small Business, Small Disadvantaged Business, and Small Women-Owned Business.

The only "subcontracting" available to the Contractor is the purchase by the Contractor of the products to be distributed to the facilities under this contract. Such purchases are made without any formal bidding procedures and, for the most part, without written agreements. The

suppliers) set forth above through identifying, documenting and utilizing small business concerns, small disadvantaged business concerns, and women-owned small business concerns to supply all types of products to be distributed by the Contractor to the Zone 2 facilities. In large part, however, the vendors that the Contractor uses will be dictated by the ordering choices of the Zone 2 facilities.

The following method was used in developing our subcontracting goals: The goals above were established with respect to companies from which the Contractor will purchase products for sale to the Zone 2 facilities because purchasing of the food service products is the only area available for subcontracting under this contract. Sysco Central Florida purchases thousands of different products from various manufacturers that are large, small, small and woman-owned, and small and disadvantaged. The Contractor has not yet identified the exact products that the Contractor may purchase from small business concerns, small disadvantaged business concerns, and/or small women-owned business concerns. The Contractor will use reasonable, good-faith efforts to meet the goals set forth above. Since we are unable at this time to identify the types and volume of the products to be purchased, a system, as outlined in this plan, has been developed to assist us in achieving our documentation and goal achievement.

Methods of Identifying Small Business Sources

In the formulation of our goals a great deal of thought was given to how we might meet the aims proposed. We have contacted the National Small Business Administration for a listing of small, small disadvantaged, and woman-owned small business firms who manufacture institutional food service products. We have also talked with brokers who represent small, small disadvantaged, and small woman-owned food service manufacturers.

Outreach efforts will be made as follows:

1. Contacts with minority and small business trade associations.
2. Contacts with business development organizations.
3. Attendance at small and minority or woman-owned business procurement conferences and trade fairs.
4. The Contractor agrees to utilize the following sources to enhance its ability to source the small businesses needed to meet its goals: the new Government SBA Pro-Net web site, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations.

The Contractor, as part of our DSCP reporting requirements, will designate the type of business and size of product sold by code letter: L= Large, S= Small, SDB= Small Disadvantaged, WO= Women-Owned, HZ= Hub Zone, depicting the dollar value of items purchased in descending

order. These reports will inform us of the high volume items the facility is purchasing so that we might try to source small, woman-owned and/or disadvantaged firms to supply those items to our company. The difficulty experienced is in sourcing small woman-owned and/or small disadvantaged firms that manufacture food service products that are competitive with larger firms. This fact influenced our smaller goals for those two classifications. We will initially try to utilize manufacturers which we believe are small, small and disadvantaged, or small woman-owned to provide the products we believe the Zone 2 facilities will purchase; thereafter, we intend to use the attached sample sign-off form to determine the manufacturer size and will try to source small woman-owned and small disadvantaged businesses for some of the higher volume items.

Our plan does not anticipate counting indirect costs as part of our small business goal.

2. The following individual will administer the subcontracting program:

NAME: Stephen Smith
 ADDRESS: Sysco Food Services of Central Florida, Inc.
 200 West Story Road
 Ocoee, Florida
 PHONE: (407) 877-8500 ext. 1418
 TITLE: President

SIGNATURE: Stephen F. Smith

This individual's specific duties, as they relate to the Contractor's subcontracting program, are as follows:

General overall responsibility for this Small, Small Disadvantaged, and Woman-Owned Small Business Subcontracting Plan and for monitoring performance relative to the contractual subcontracting requirements contained in this plan, including, but not limited to:

- (a) Developing and maintaining lists of potential small, small disadvantaged, and woman-owned small business concerns from which products may be purchased.
- (b) Developing business with small, small disadvantaged and woman-owned small business concerns for products or services which they are capable of providing.
- (c) Ensuring the establishment and maintenance of records of subcontract activity.
- (d) Attending or arranging for attendance of Contractor representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- (e) Monitoring attainment of proposed goals.
- (f) Preparing and submitting periodic subcontracting reports required.

- (g) Coordinating Contractor's activities during any compliance reviews by federal agencies.
 - (h) Coordinating Contractor's activities involving its small, small disadvantaged and woman-owned small business subcontracting program.
- 3. The following efforts will be taken to assure that small, small disadvantaged and small women-owned business concerns will have an equitable opportunity to compete for subcontracts. The following internal efforts will be made to guide and encourage Sysco Central Florida merchandisers.
 - (a) The Contractor will mentor small, small woman-owned and small disadvantaged firms on how to do business by demonstrating how to pack, size, develop and ship the product required.
 - (b) The Contractor will provide additional help to those subcontractors, where required, in assisting them in competing for available subcontracts.
- 4. The Contractor agrees that the clause entitled "Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts of \$500,000 or more will be required to adopt and comply with a subcontracting plan similar to this one.
- 5. The Contractor agrees to (i) cooperate in any studies or surveys as may be required (ii) submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan, (iii) submit SF294 and SF295 reports twice yearly, (iv) will require where applicable, our subcontractors to complete forms SF294 and SF295.
- 6. The Contractor agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):
- 7. Source lists, guides, and other data that identify small and small disadvantaged, or woman-owned small business concerns.
- 8. Organizations contacted in an attempt to locate sources that are small, small disadvantaged or woman-owned small business concerns.
- 9. Records of any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged and woman-owned small business sources.
- 10. Records will be maintained where applicable of any subcontract solicitation resulting in an award of more than \$100,000 indicating:

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- (a) whether small business concerns were solicited and if not, why not;
- (b) whether small disadvantaged business concerns were solicited and if not, why not;
- (c) whether woman-owned small business concerns were solicited and if not, why not;
- (d) if applicable, the reason award was not made to a small business concern.

11. Records of internal guidance and encouragement provided to buyers through

- (a) workshops, seminars, training, etc, and
- (b) monitoring performance to evaluate compliance with the program's requirements.

12. On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor.

The effective period of this subcontracting plan is from the date of the award of the contract to this Contractor under the solicitation cited above through the termination date of such contract.

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d. Records of any outreach efforts to contact (1) trade associations; (2) business development organizations; (3) conferences and trade fairs to locate small, small disadvantaged and women-owned small business concerns.

e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.

f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

12. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

a. Establish a subcontracting goal of 5% for small disadvantaged businesses.

b. Identify efforts to provide technical assistance to SDB's.

c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.

SIGNATURE: *Stephen F. Smith*
(Executive of Company)*

TYPED NAME: Stephen F. Smith

TITLE: President

COMPANY: SYSCO Food Services of Central Florida

DATE: 4/21/99

PLAN ACCEPTED BY: *Pat Amendolia* DATE: 4-21-99
(CONTRACTING OFFICER)

AGENCY: *Defense Supply Center Philadelphia*

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***THE INDIVIDUAL SIGNING THE PLAN SHALL BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.**

NOTE TO CONTRACTING OFFICER: Upon Incorporation of a plan into the contract, indicate herein the dollar value of the contract.
\$ 4,057,620.00 (estimated Base Year)

=== END ===

**SOLICITATION SPO300-98-R-4043
FULL LINE FOOD DISTRIBUTOR FOR ZONE 2
IN RESPONSE TO FAX. RECEIVED APRIL 19, 1999
GIVING NOTICE OF PERCEIVED DEFICIENCIES SUBCONTRACTING PLAN
SUBMITTED BY SFS OF CENTRAL FLORIDA**

1. *Addition of 1 % goal of HUB Zone (can be inclusive of 30%)*

Please note that the HUB Zone Small Business Goals have been added to our Total Small Business Goals and a search of the Pro-Net Hub Zone Businesses has been made to discover new sources for this separate goal.

2. *Improve socioeconomic performance over the entire length of contract - 5 years (increase goal)*

Please note our revised goals which increase by category over the five (5) year contract period.

Sysco Food Services of Central Florida's Merchandising Department will be updated on our new Small & Small Disadvantaged, Women-Owned and Hub Zone goals and the associated sources for finding these new companies.

3. *List some of the items which you expect to buy from small business*

Please review Attachment # 1 which depicts the various Small Business and their associated Small Business classifications that we currently purchase from. Also, review Attachment # 2, which lists some of the products we currently purchase from those firms.

4. *Awareness the SDB's must be certified by SBA after July 1*

Sysco Food Services of Central Florida is aware of this new certification process for Small Disadvantaged Business and will notify our current suppliers of their certification process and agreement that they respond immediately.

The sample Sign-Off Form will be changed to reflect the various Small Business Classifications to include a separate page with the definitions of those business types with a statement that all Small & Disadvantaged Businesses must be registered by July 1, 1999. See Attachment 3.

5. Sources to identify SDB/SB suppliers (use Pro-Net)

Please review our Internet search of Pro-Net sources for the various sources of foodservice products by Small Business classification.

Sysco Food Services of Central Florida will utilize as additional sources Pro-Net, The National Minority Purchasing Council Vendor Information Service, The Research and Information Division of the Minority Business Development Agency and the Small Disadvantaged and/or Women Owned Small Business Trade Organization and the Historically Black Colleges as requested.

6. Stephen Smith has to sign

As requested Stephen Smith has signed the new Small Business Plan.