

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

2. CONTRACT NO. SPM300-04-D-3105	3. AWARD/EFFECTIVE DATE 08/20/2004	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-03-R-0011	1. REQUISITION NUMBER	PAGE 1 OF 9
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME STEVEN MERCH	b. TELEPHONE NUMBER (No collect calls) (215) 737-4274	6. SOLICITATION ISSUE DATE	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092	CODE SPM300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: NAICS 4224 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO SEE PAGES 2-4	CODE	16. ADMINISTERED BY CODE
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17a. CONTRACTOR/OFFEROR US FOODSERVICE ATLANTA DIVISION 7950 SPENCE ROAD FAIRBURN, GEORGIA 30213 TELEPHONE NO. 770-774-8300	CODE	FACILITY CODE 3B4E4	18a. PAYMENT WILL BE MADE BY DFAS - COLUMBUS ATTN: DFAS-CO-SES PO BOX 182317 COLUMBUS, OHIO 43218-6260	CODE S33150
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<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUBSISTENCE PRIME VENDOR SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN GEORGIA PERIOD OF PERORMANCE: 17 OCTOBER 2004 THROUGH 16 OCTOBER 2005 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA SG 97X4930.5CS0 01 25.0 S33150	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$31,000,000.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>SPM30003R0011</u> OFFER DATED <u>03/18/2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) JANINE SAMONI	31c. DATE SIGNED AUG 20 2004
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SOLICITATION/CONTRACT FORM

The following amendments issued under solicitation SPM300-03-R-0011 are incorporated into this contract:

Amendment 0001, dated 09 January 2004
Amendment 0002, dated 15 January 2004
Amendment 0003, dated 27 January 2004
Amendment 0004, dated 26 February 2004
Amendment 0005, dated 05 March 2004
Amendment 0006, dated 11 March 2004

The following form a part of US Foodservice's offer and are hereby incorporated as part of this contract:

Technical Proposal dated 18 March 2004. Note that this was used for evaluation purposes only; however all elements of the proposal exceeding the Government's requirements are hereby incorporated into this contract.
Business Proposal (pricing to be used for start-up only)
Responses to Discussions submitted 16 July 2004

SUPPLIES OR SERVICES AND PRICES

ITEMS: Total food and beverage support for DoD and non-DoD customers in Georgia, less fresh fruits and vegetables, fresh milk, fresh bread and bakery products and soda items purchased through DSCP Central Contracting. The Prime Vendor may also be requested to provide related non-food items to customers.

The following customers will be serviced under this contract:

Fort Gordon, GA

DoDAAC: W33M8P
Fort Gordon
TISA
Augusta, GA

Ft Gordon Eisenhower Army Medical Center

DoDAAC: W33BWP
DDEAMC (Hospital)
Augusta, GA

Fort Benning

DoDAAC: W33BRC
Fort Benning
TISA
Columbus, GA

Ft. Benning Martin Army Hospital

DoDAAC: W33BTY

Columbus, GA

Camp Merrill

DoDAAC: DAH040

Dahlonoga, GA

Robins AFB

DoDAAC: FT9015

Wynn Dining Hall

Warner Robins, GA

DoDAAC: FT9402

Robins Child Development Center

Warner Robins, GA

Moody AFB

DoDAAC: FT9400

Moody Child Development Center

Valdosta, GA

DoDAAC: FT9013

GA Pines Dining Hall

Valdosta, GA

NAS Atlanta, Marietta

DoDAAC: N00196

NAS Atlanta

Marietta, GA

Fort Stewart

DoDAAC: W33RSW

Fort Stewart

TISA

Hinesville, GA

MCLB Albany

DoDAAC: M67004

MCLB Albany

Albany, GA

Turner Job Corps

DoDAAC: TURNER

Turner Job Corps

Albany, GA

Naval Supply Corps

DoDAAC: N62741
 Naval Supply Corp
 Athens, GA

FOB TERMS: FOB Destination for all items

PRICES:

All catalog pricing is valid from Sunday thru Saturday. Catalog updates must be received no later than 1:30 p.m. Philadelphia time.

Unit Prices shall be formulated in accordance with Clause 52.212-4(t) and shall not extend more than two (2) places beyond the decimal point. The unit price for each item is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price will remain fixed throughout the term of the contract.

All pricing will be firm at time of order provided that delivery is requested within the time frame of six days starting the day after the order is placed. If delivery is not requested until after this time frame, pricing will be as of the delivery date, or time of receipt.

If the government determines to invoke the options, the distribution prices will remain unchanged from the base year contract period through each of the four (4) one-year options.

Distribution Pricing is set forth for the base year as follows:

		Base Year	
Category #	Contents	US Foodservice Fees	UOM
1	Beef - Raw, Steaks (Solid Muscle) and Primal Steak Cuts (Tenders, Strip Loin, Ribeye, Short Loin)		
2	Beef - Raw, Roasts (i.e. Steamship, Knuckles, chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat		
3	Beef - Patties, Ground, Bulk		
4	Beef - Precooked Products		
5	Poultry - Raw, Minimally Processed Bone-In (Cut Quarters, 8-Piece Cut, Halves, Whole)		
6	Poultry - Raw, Boneless, Breaded or Unbreaded Processed		

Category #	Contents	US Foodservice Fees	UOM
7	Poultry - Precooked Products		
8	Pork - Raw, Whole Loins, Chops, Steaks		
9	Pork - Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded Fabricated Items (i.e. Breaded Pork Steak, Pork Stew Meat), Raw Bacon		
10	Pork- Precooked Products		
11	Lamb, Veal, Game		
12	Lamb, Veal, Game - Breaded Products		
13	Shellfish - Whole Lobster, Lobster Tails, Crab Legs		
14	Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crabcakes, Breaded		
15	Shellfish, Other - To include Shrimp, Oysters, Clams, Scallops, Crabcakes, Unbreaded		
16	Fish - Whole or Portioned Fillets, Breaded		
17	Fish - Whole or Portioned Fillets, Unbreaded		
18	Bacon - Precooked		
19	Luncheon Meats, Sausages, Scrapple, Hot Dogs, Corn Dogs, Pizza Toppings		
20	Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons		
21	Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces		
22	Fats and Food Oils, Butter, Margarine		
23	Sandwich/Meal Kits		
24	Fruits, Juices, Nectar, Vegetables - Chilled		
25	Fruits, Juices, Nectar, Vegetables - Frozen		
26	Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products - Can, Jar or Bottle		
27	Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products		
28	Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Dessert Related Products, i.e. Gelatin, Puddings, Condiments and Related Products - in individual controlled size packs		

Category #	Contents	US Foodservice Fees	UOM
29	Desserts - Sheet/Layer Cakes, Cheese Cakes, Specialty Cakes, Pies, Cobblers		
30	Dairy Foods - Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk - Fresh, Chilled, or Frozen		
31	Fresh Processed, Prepared, Chilled Salads		
32	Soups, Frozen		
33	Confectionary, Candy, Nuts, Sugars		
34	Cocoa, Hot Chocolate, Coffee, Tea		
35	Appetizers, Pizza, Pizza Crust, Desserts, Breads/Doughs, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish - Frozen		
36	Entrees - Frozen		
37	Entrees, Meats, Fish - Canned		
38	Frozen Beverages, BIB - Requiring Dispensers		
39	Beverages (Non-dispenser Type) - To include Canned Soda, Sports Drinks, Water		
40	Mixes - Ice Cream/Soft Serve, Yogurt, Milk Shake		
41	Ice Cream Novelties, Ice/Fruit Bars, Ice Cream Gallons		
42	Other Grocery Items not Mentioned		
43	Other Perishable (Frozen/Chill) Items Not Mentioned		
44	Related Non-Food Products (FSOS)		
45	MUSIC Items*		
46	Mandatory Items		

MANDATORY ITEMS:

The items listed below, in stated package or any commercial packaging equivalent must be purchased from either the National Industries for the Blind (NIB) or the National Industry for the Severely Handicapped (NISH).

NSN

8920-00-782-6353
 8920-00-823-7221
 8920-00-823-7223
 8950-01-079-6942
 8950-01-254-2691
 Various

ITEM

Pancake Mix, No. 10 can
 Cake Mix, Devil's Food
 Cake Mix, Gingerbread
 Paprika, Ground
 Garlic Powder
 Dining Packets

If customers place orders for these items, in the above sizes or a commercially equivalent package, US Foodservice Atlanta is required to source these items from NIB/NISH. The source plants are as follows:

If customers place orders for these items, in the above sizes or a commercially equivalent package, US Foodservice Atlanta is required to source these items from NIB/NISH. The source plants are as follows:

i. Pancake Mix, Devil's Food Cake Mix and Gingerbread Cake Mix:

Advocacy & Resources Corporation
435 Gould Drive
Cookeville, TN 38506
POC: Ms. Terri McRae
Voice: 931-432-5981 Fax: 931-432-5987

ii. Garlic Powder and Paprika:

Unistel Continental Development Service, Inc.
650 Blossom Road
Rochester, NY
POC: Mr. Jack Pipes
Voice: 1-800-864-7835 X252

iii. Dining Packets:

National Industries for the Blind
1901 N. Beauregard Street - Suite 200
Alexandria, VA 22311-1727
POC: Mary Johnson
Voice: 703-578-6512 Fax: 703-998-4217

US Foodservice Atlanta will hold (2) Food Shows per year for purposes of obtaining food show allowances for the customers under this contract.

DESCRIPTION/SPECIFICATION

The minimum order placement for skip day deliveries are as follows:

<u>Order Placement</u>	<u>Delivery Day</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

For all items in which split cases can be accommodated, US Foodservice will not up-charge the units on broken case lots.

In the event of an emergency order (defined as an order that is to be delivered outside the normal order delivery time for a customer) US Foodservice will work every possible solution so no additional fees are necessary.

US Foodservice agrees to stock new items with movement of at least 20 cases per month.

The proposed fill rate for this contract is 99.3% without substitutions and 99.4% with substitutions.

The proposed **subcontracting goal** to small and small disadvantaged business concerns for the base year is 38%. Details are included in the attached subcontracting plan.

PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the national Motor Freight Classification and Uniform Freight classification.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting and rejecting products as required. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance is made.

DELIVERIES AND PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

US Foodservice
Atlanta Division
7950 Spence Road
Fairburn, Georgia 30213

PERFORMANCE PERIOD: The effective performance period of the contract is 17 October 2004 – 16 October 2005.

INVOICING

All invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by prime vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

Invoice transactions may be submitted to DSCP daily; however it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data

and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

The same invoice cannot be submitted with different dollar amounts.

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. Customer DoDAAC;
3. Contract line listed in numeric sequence (also referred to as clin order);
4. Item nomenclature;
5. LSN or NSN;
6. Quantity purchased per item in DSCP's unit of issue;
7. Clearly identified and annotated changes on all copies (clean invoices must be submitted); and
8. Total dollar value on each invoice [reflecting changes to the shipment, if applicable].