

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

2. CONTRACT NO. SPM300-04-D-3057		3. AWARD/EFFECTIVE DATE APRIL 16, 2004		4. ORDER NUMBER		1. REQUISITION NUMBER		PAGE 1 OF 15	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAT AMENDOLIA / SYLVIA MEMINGER		b. TELEPHONE NUMBER (No collect calls) (215) 737-4469 / 4299		5. SOLICITATION NUMBER SPM300-03-R-0005		8. SOLICITATION ISSUE DATE 04/18/2003	
9. ISSUED BY		CODE SP0102		10. THIS ACQUISITION IS		11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS	

DEFENSE SUPPLY CENTER PHILADELPHIA
DSCP - FTAA
DIRECTORATE OF SUBSISTENCE - BUILDING 6
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5092

UNRESTRICTED
 SET ASIDE: FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 (SIA)
NAICS: 4224
SIZE STANDARD:
500

SEE SCHEDULE
 13b. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13c. RATING
N/A
14. METHOD OF SOLICITATION
 RFP IFB RFQ

18. DELIVER TO	CODE	18. ADMINISTERED BY	CODE
SEE SCHEDULE			

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
US Federserv Logistics/Warehouse	9P251	9P251	DPAS - COLUMBUS, ATTN: DPAS-CO-SES P. O. BOX 182317 COLUMBUS, OH 43218-6260	833150
17b. TELEPHONE NO.	120 Longs Pond Rd Leicester SC 29072 803-951-4319			

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
	SUBSISTENCE PRIME VENDOR SUPPORT FOR MILITARY AND OTHER DOD AND NON-DOD CUSTOMERS IN SOUTH CAROLINA. BASE YEAR - JUNE 20, 2004 THROUGH JUNE 19, 2005 PLUS FOUR (4) ONE (1) YEAR OPTIONS <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA SG 97X4930.5CSO 01 2.0 S33150 MINIMUM: \$3,000,000.00	28. TOTAL AWARD AMOUNT (For Govt. Use Only) \$30,000,000.00 (EST.)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-8 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-8 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. SPM300-03R0005 OFFER DATED MAY 28, 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 <i>David L. Crawley</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Pat Amendolia</i>
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30b. NAME AND TITLE OF SIGNER (Type or print) DAVID L CRAWLEY VP Manager	30c. DATE SIGNED 5/22/03	31b. NAME OF CONTRACTING OFFICER (Type or print) PAT AMENDOLIA	31c. DATE SIGNED MAY 26 2004
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SOLICITATION/CONTRACT FORM

• THE FOLLOWING AMENDMENTS, REFERENCED ON PAGE 1, IS HEREBY INCORPORATED AS PART OF THIS CONTRACT:

- AMENDMENT 0001 DATED MAY 13, 2003
- AMENDMENT 0002 DATED MAY 20, 2003
- AMENDMENT 0003 DATED MAY 22, 2003
- AMENDMENT 0004 DATED NOVEMBER 13, 2003
- AMENDMENT 0005 DATED DECEMBER 1, 2003

• THE FOLLOWING FORM YOUR OFFER AND ARE HEREBY INCORPORATED INTO YOUR CONTRACT:

• TECHNICAL PROPOSAL DATED MAY 28, 2003. (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.)

• FINAL PROPOSAL REVISIONS DATED DECEMBER 2, 2003, FEBRUARY 25, 2004 AND MARCH 8, 2004

SUPPLIES OR SERVICES AND PRICES

• CUSTOMERS:

- FORT JACKSON, SC
- MCRD PARRIS ISLAND, SC
- MCAS BEAUFORT, SC
- SHAW AFB, SC
- CHARLESTON AFB, SC
- CHARLESTON NAVAL HOSPITAL, CHARLESTON, SC
- CHARLESTON NAVAL BASE
- CHARLESTON NAVAL CONSOLIDATED BRIG
- NAVAL WEAPONS SCHOOL, CHARLESTON, SC
- FISC NORFOLK DETACHMENT, CHARLESTON, SC
- BAMBERG JOB CORPS CENTER

• **ITEMS:** TOTAL FOOD AND BEVERAGE SUPPORT FOR DOD AND NON-DOD CUSTOMERS, LESS FRESH FRUITS AND VEGETABLES, FRESH MILK AND FRESH BREAD AND BAKERY PRODUCTS. PRIME VENDOR MAY ALSO BE REQUESTED TO PROVIDE RELATED NON-FOOD ITEMS TO CUSTOMERS.

• **DELIVERY:** ITEMS OFFERED SHOULD BE ROUTINELY DELIVERED ON A "SKIP DAY" BASIS, OR AN ALTERNATIVE DELIVERY PERIOD AS SPECIFIED BY THE CUSTOMER.

- **MINIMUM CASE REQUIREMENT** IS TWENTY [20] CASES PER MONTH FOR ITEMS NOT IN VENDOR'S CURRENT INVENTORY.
- **CONTRACT TERM:** ONE [1] YEAR BASE TERM WITH FOUR [4] ONE-YEAR OPTIONS: BASE TERM JUNE 20, 2004 THROUGH JUNE 19, 2005.
- **CONTRACT 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 \$30 MILLION. 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.
 - ALL PRICING WILL BE FIRM AT TIME OF ORDER PROVIDED THAT DELIVERY IS REQUESTED WITHIN THE TIMEFRAME 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.
 - ALL UNIT PRICES SHALL BE FORMULATED IN ACCORDANCE WITH CLAUSE 52.212-4 (f).
 - 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 UPDATE IN ACCORDANCE WITH US FOODSERVICE'S OFFER. THE CONTRACT DISTRIBUTION PRICES REMAIN FIXED THROUGHOUT THE ENTIRE LENGTH OF CONTRACT.
- **ORDERING PERIOD:** THE EFFECTIVE ORDERING PERIOD OF THE CONTRACT WILL TAKE PLACE JUNE 20, 2004 AND CONTINUE FOR ONE [1] YEAR.

DESCRIPTION/SPECIFICATIONS

- **ORDERING SYSTEM:** ALL CUSTOMERS WILL UTILIZE THE GOVERNMENT'S ELECTRONIC ORDERING SYSTEM, EITHER STORES NT OR STORES WEB.
- **CUTOFF TIME:** ORDERS SHOULD BE PLACED PRIOR TO 2 P.M., TWO [2] DAYS PRIOR TO THE REQUIRED DELIVERY DATE. FOR EXAMPLE: ORDERS PLACED BY 2:00 P.M. ON MONDAY WILL BE SHIPPED BY WEDNESDAY. THIS TIME IS SUBJECT TO CHANGE BASED ON MUTUAL CONSENT BETWEEN THE CUSTOMER AND THE PRIME VENDOR.
- **THE PROPOSED FILL RATE** FOR THIS CONTRACT IS 99.4% WITHOUT SUBSTITUTIONS AND 99.5% WITH SUBSTITUTIONS.

- THE PROPOSED SUBCONTRACTING GOAL TO SMALL AND SMALL DISADVANTAGED BUSINESS CONCERNS IS 38%. DETAILS ARE INCLUDED IN THE ATTACHED SUBCONTRACTING PLAN.

PACKAGING, MARKING AND LABELING

- ALL PACKAGING AND PACKING 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 PROMULGATED THEREUNDER. SHIPPING CONTAINERS SHALL BE IN COMPLIANCE WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE.
- SEMIPERISHABLE ITEMS SHALL BE SNUGLY PACKED IN SHIPPING CONTAINERS THAT FULLY COMPLY WITH THE NATIONAL MOTOR FREIGHT CLASSIFICATION AND UNIFORM FREIGHT CLASSIFICATION CODE, AS APPLICABLE.
- ALL MEATS, POULTRY, AND SEAFOOD WILL BE VACUUMED PACKED WHEN PRACTICABLE. IN ALL INSTANCES THE PACKAGING WILL PROTECT THE PRODUCT FROM FREEZER BURN AND CONTAMINATION.
- ALL FRESH POULTRY ITEMS WILL BE PACKED IN ICE PACKED CARTONS OR GASFLUSH CARTONS.
- ALL FRESH SEAFOOD ITEMS WILL BE IN ICE PACKED CARTONS.
- FROZEN PRODUCT MUST BE PROCESSED AND PACKED TO ALLOW REMOVAL OF THE INDIVIDUAL UNITS FROM THE CONTAINER WITHOUT DAMAGE TO THAT OR OTHER UNITS. THE INTENT IS TO BE ABLE TO REMOVE ONLY THAT AMOUNT OF PRODUCT REQUIRED FOR CURRENT NEEDS, WITHOUT THE NECESSITY OF DEFROSTING.
- STANDARD COMMERCIAL PRECAUTIONARY MARKINGS SUCH AS "KEEP FROZEN", "KEEP REFRIGERATED", ETC. SHALL BE USED ON ALL CASES WHEN APPROPRIATE TO ENSURE THAT THE CARRIER AND THE RECEIVING ACTIVITY PROPERLY HANDLE AND STORE ITEMS.
- TO THE MAXIMUM EXTENT POSSIBLE, NUTRITIONAL AND INGREDIENT LABELS SHALL BE PLACED ON THE INDIVIDUAL PACKAGE.
- ALL FOOD AND BEVERAGE PRODUCTS SHALL BE IDENTIFIED WITH READABLE DATES (OPEN CODE (CALENDAR) DATES), OR CODED DATES, AS DETERMINED BY THE TYPE OF PRODUCT DELIVERED.
- FOR SEMI-PERISHABLE, (ITEMS NOT REQUIRING REFRIGERATION, I.E. GROCERY TYPE ITEMS) OPEN DATING IS PREFERRED, BUT CODE DATING IS ACCEPTABLE. CONTRACTORS THAT DO NOT USE OPEN CALENDAR DATING SHALL PROVIDE A PRODUCT CODE NUMBER KEY TO THE ACCOUNT MANAGER AND EACH CUSTOMER FACILITY ON OR BEFORE THE FIRST DELIVERY. IT IS HIGHLY RECOMMENDED THAT THE PRIME VENDOR REVIEW THIS BOOK ON A QUARTERLY BASIS.

- SHELF SENSITIVE PRODUCTS, SUCH AS UHT MILK, MUST HAVE READABLE, OPEN CODE (CALENDAR DATES) CLEARLY SHOWING THE USE BY DATE, DATE OF PRODUCTION, DATE OF PROCESSING/PASTEURIZATION, SELL BY DATE, BEST IF USED BY DATE, OR SIMILAR MARKINGS.
- PRODUCTS FOR INDIVIDUAL CUSTOMERS/DINING FACILITIES MUST BE PALLETIZED AND SEGREGATED.

INSPECTION AND ACCEPTANCE

- INSPECTION AND ACCEPTANCE OF PRODUCTS WILL BE PERFORMED AT DESTINATION. THE INSPECTION IS NORMALLY LIMITED TO IDENTITY, COUNT AND CONDITION; HOWEVER, THIS MAY BE EXPANDED IF DEEMED NECESSARY BY EITHER THE MILITARY VETERINARY INSPECTOR, DINING FACILITY MANAGER, FOOD SERVICE ADVISOR/OFFICER, OR THE CONTRACTING OFFICER.
- ALL DELIVERIES ARE SUBJECT TO MILITARY VETERINARY INSPECTION. IN ADDITION, THE DELIVERY VEHICLES WILL BE INSPECTED FOR CLEANLINESS AND CONDITION.
- THE AUTHORIZED RECEIVING OFFICIAL AT EACH DELIVERY POINT IS RESPONSIBLE FOR INSPECTING AND ACCEPTING PRODUCTS AS THEY ARE DELIVERED. THE DELIVERY TICKET SHALL NOT BE SIGNED PRIOR TO THE INSPECTION OF EACH PRODUCT. ALL OVERAGES/SHORTAGES/RETURNS ARE TO BE NOTED ON THE DELIVERY TICKET BY THE RECEIVING OFFICIAL AND TRUCK DRIVER. A SIGNATURE ON THE DELIVERY TICKET DENOTES ACCEPTANCE OF THE PRODUCT.
- THE CONTRACTOR SHALL FORWARD THREE (3) COPIES OF THE DELIVERY TICKET WITH THE SHIPMENT. THE RECEIVING OFFICIAL WILL USE THE DELIVERY TICKET AS THE RECEIPT DOCUMENT. TWO (2) COPIES OF THE SIGNED AND ANNOTATED DELIVERY TICKET WILL SERVE AS THE ACCEPTANCE DOCUMENT. NO INVOICE MAY BE SUBMITTED FOR PAYMENT UNTIL ACCEPTANCE IS VERIFIED.

DELIVERIES AND PERFORMANCE

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

US FOODSERVICE
120 LONGS POND ROAD
LEXINGTON, SC 29071
- THE SHIPPING POINT DESIGNATED FOR PERFORMANCE OF THIS CONTRACT IS THE SAME AS THE PLANT LOCATION IDENTIFIED ABOVE.
- ADD-ONS OR CANCELLATIONS TO AN EXISTING ORDER MAY BE MADE UP UNTIL 2:00 P.M., THE DAY PRIOR TO SCHEDULED DELIVERY.
- DELIVERIES SHALL NORMALLY BE MADE ON A "SKIP DAY" BASIS OR AT A LATER DATE, AS SPECIFIED BY THE CUSTOMER.

- FOR DELIVERIES MADE TO ALL DODAACs AT MCRD PARRIS ISLAND AND MCAS BEAUFORT, PRODUCT IS NOT TO BE LEFT AT THE DOCK. PRODUCT IS TO BE PLACED IN THE APPROPRIATE STORAGE AREA (I.E. FREEZER, COOLER AND/OR DRY STORAGE AREAS). PALLETS FROM THE PREVIOUS DELIVERY ARE TO BE REMOVED.
- EACH DELIVERY WILL BE ACCOMPANIED BY THE CONTRACTOR'S DELIVERY TICKET/INVOICE. THREE [3] COPIES [AN ORIGINAL PLUS TWO [2] COPIES] SHALL ACCOMPANY THE SHIPMENT. THE CUSTOMER SHALL SIGN ALL COPIES OF THE INVOICE/DELIVERY TICKET, KEEP ONE COPY AND RETURN THE ORIGINAL COPY TO THE PRIME VENDOR. **ANY CHANGES MUST BE MADE ON THE FACE OF THE INVOICE; ATTACHMENTS ARE NOT ACCEPTABLE**
- IF PRODUCT IS DETERMINED TO BE EITHER DEFECTIVE OR DAMAGED, THE AUTHORIZED RECEIVING OFFICIAL MAY REJECT IT. DELIVERY TICKETS/INVOICES SHALL BE ANOTATED 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.

CONTRACT ADMINISTRATION DATA

- ADMINISTRATION: ADMINISTRATION OF THE CONTRACT WILL BE PERFORMED BY DSCP. ADMINISTRATION OF THE DELIVERY ORDERS WILL BE PERFORMED BY THE CUSTOMER.
- THE SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN SUBMITTED BY US FOODSERVICE, LEXINGTON, SC IS ACCEPTED. THE PLAN IS HEREBY INCORPORATED INTO THIS CONTRACT. DCM AO ATLANTA IS ASSIGNED ALL ADMINISTRATIVE DUTIES ASSOCIATED WITH THE SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN AS PROVIDED UNDER CLAUSE 52.219-9 "SMALL, SMALL DISADVANTAGE, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN".

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 WHICH 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].

PAGES 8 AND 9 ARE REMOVED. CONTAINED PRICING
INFORMATION

SUBCONTRACTING PLAN

Date: APR 16 2004

Contractor: U. S. Foodservice

Address: 120 Longs Pond Road
Lexington, South Carolina 29072

Solicitation #: SPM300-03-R-0005

End Item/Service: _____

Fill in Applicable Section:

Type of Plan

1. **Master Subcontracting Plan**

_____ Plant/Distribution Site

_____ Division

2. **Commercial Subcontracting Plan**

_____ Plant/Distribution Site

_____ Division

3. √ **Individual Contract Plan** Total Contract Dollar Value \$150,000,000

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

From: _____ To: _____
(Month and Year) (Month and Year)

Total Estimated FY Dollar Value: \$ _____

This Subcontracting Plan is in accordance with FAR Clause 52.219.-9 and contains all of the elements required under this clause. The goals are expressed in dollars and as a percent of the total planned subcontracting dollars for Small Business, Small Disadvantaged Business, Women Owned Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, and Hub Zone Small Business.

This is an individual contract plan.

Subcontracting Goals

	<u>Base Year Dollars</u>	<u>Base Year Percent</u>
1. Total Contract Price:	\$30,000,000	100%
2. Total to be subcontracted:	\$30,000,000	100%

A	To Large Business	\$ 18,600,000	62%
B	To Small Business	\$ 11,400,000	38%
	SDB	\$ 2,100,000	7.0%
	WOSB	\$ 450,000	1.5%
	VOSB	\$ 150,000	0.5%
	SDVOSB	\$ 75,000	.25%
	HZSB	\$ 150,000	0.5%
	Other SB	\$ 8,475,000	28.25%

3. U. S. Foodservice Lexington/Walterboro will continue in its efforts to insure the growth of SB, SDB, WOSB, VOSB, SDVOSB, and HZSB purchases under this proposal. There are no limitations as to the type of products that could potentially be purchased from the above entities.

Question
#2

SUBCONTRACTING GOALS

SPM300-04-D- 3057

US FOODSERVICE

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	Base Year		Option Year 1		Option Year 2		Option Year 3		Option Year 4	
	Dollars	%	Dollars	%	Dollars	%	Dollars	%	Dollars	%
1 Total Contract Price	\$ 30,000,000	100%	\$ 30,000,000	100%	\$ 30,000,000	100.00%	\$ 30,000,000	100.00%	\$ 30,000,000	100.00%
2 Total to be Sub-Contracted	\$ 30,000,000	100%	\$ 30,000,000	100%	\$ 30,000,000	100.00%	\$ 30,000,000	100.00%	\$ 30,000,000	100.00%
A To Large Business	\$ 18,600,000	62.00%	\$ 18,800,000	62.00%	\$ 18,900,000	62.00%	\$ 18,300,000	61.00%	\$ 18,000,000	60.00%
B To Small Business	\$ 11,400,000	38.00%	\$ 11,400,000	38.00%	\$ 11,400,000	38.00%	\$ 11,700,000	39.00%	\$ 12,000,000	40.00%
To SOB	\$ 2,100,000	7.00%	\$ 2,175,000	7.25%	\$ 2,250,000	7.50%	\$ 2,325,000	7.75%	\$ 2,400,000	8.00%
To WOSB	\$ 750,000	2.50%	\$ 1,500,000	5.00%	\$ 1,530,000	5.10%	\$ 1,560,000	5.20%	\$ 1,590,000	5.30%
To VOSB	\$ 450,000	1.50%	\$ 900,000	3.00%	\$ 930,000	3.10%	\$ 960,000	3.20%	\$ 990,000	3.30%
To SDVOSB	\$ 450,000	1.50%	\$ 900,000	3.00%	\$ 930,000	3.10%	\$ 960,000	3.20%	\$ 990,000	3.30%
To HZSB	\$ 450,000	1.50%	\$ 900,000	3.00%	\$ 930,000	3.10%	\$ 960,000	3.20%	\$ 990,000	3.30%
To Other SB'S	\$ 7,200,000	24.00%	\$ 5,025,000	16.75%	\$ 4,830,000	16.10%	\$ 4,835,000	16.45%	\$ 5,040,000	16.80%

1. THE FIGURES ON THIS CHART DO NOT INCLUDE ANY INDIRECT COST.

**SUBCONTRACTING GOALS
CONTRACT YEAR AND ALL OPTION YEARS**

4. The Subcontracting Goals as stated in the chart were developed by using the historical data under the previous contracts. U. S. Foodservice is a large food service distributor.
5. U. S. Foodservice Lexington/Walterboro will use a variety of methods to identify potential new sources under this solicitation to include:
 - A. Existing company source lists of all SB, SDB, WOSB, VOSB, SDVOSB, and HZSB entities.
 - B. Pronet
 - A. Try US (National Minority Business Directory)
 - B. Membership as a founding sponsor of the Multi Cultural Foodservice & Hospitality Alliance
 - C. Attending and participating in local and regional workshops and tradeshow for VOSB, SDB, WOSB, and HZSB's trade associations.
 - D. Communication with local and state SBA offices.
 - E. Regular and timely follow up with all SB, SDB, WOSB, VOSB, SDVOSB, and HZSB concerns that contact us.
5. The subcontracting goals for this plan do not include any indirect costs.
6. Alyce Ann Pegues, Division SBLO, will administer this subcontracting plan.

Her duties are to assure that:

- A. SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's have an equitable opportunity to compete for products under this contract. U. S. Foodservice – Lexington/Walterboro has demonstrated and will continue to demonstrate our ability to insure equitable opportunities for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's through the steady growth of purchases under our previous contracts and will continue so under this new one. She will offer assistance with any preparations of bids, product quality and specification requirements and make a reasonable effort to utilize as many of these businesses as is practical.
- B. New subcontractors are identified and given the opportunity to compete. These new subcontractors will be identified through a variety of methods to include:
 - Reviewing source lists such as Pronet, Try Us Manual, Company Source List
 - Attending local and regional Small Business Workshops and Tradeshow
 - Working with local and state SBA offices
 - Following up on all new SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's that contact us

- C. Assist subcontractors to insure that they understand and are able to comply with the company's vendor requirements term and conditions. The company Status Certification Form states that inaccurate certification could result in penalties being imposed at the federal level.
- D. Be the company liaison in trade associations, small business development organizations and trade fairs to help source and be a resource for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's concerns
- E. Supervise and conduct employee training on socioeconomic requirements under this contract and assure that all appropriate personnel are included and understand company goals.
- F. Serve as a member of the purchasing committee that reviews new product opportunities so that these SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's concerns are considered in the make/buy process.
- Question #1.* G. See that FAR 52.219-8 - "Utilization of SB and SDB Concerns" Clause is in all subcontracts that offer further subcontracting opportunities and require all subcontractors (except SB concerns) who receive subcontracts in excess of \$500,000 to adopt a plan that complies with FAR 51.219-9.
- H. Cooperate in any studies or surveys requested by the contracting officer and submit SF 294/SF295 reports on a timely basis.
- I. Maintain the following records:
- a) Source lists that identify and certify size of business concerns
 - b) Organizations contacted to locate these SB, SDB, WOSB, VOSB, SDVOSB, and HZSB's concerns
 - c) Maintain records on each subcontract solicitation that resulted in an award greater than \$100,000
 - 1) Whether SB concerns were solicited or if not, why
 - 2) Whether SDB concerns were solicited or if not, why
 - 3) Whether WOSB concerns were solicited or if not, why
 - 4) Whether VOSB concerns were solicited or if not, why
 - 5) Whether SDVOSB concerns were solicited or if not, why
 - 6) Whether HZSB concerns were solicited or if not, why
 - d) Keep records of outreach efforts and contacts for SB, SDB, WOSB, VOSB, SDVOSB, and HZSB
 - e) Data that supports awards made to subcontractors as submitted under the plan

Under Section 1207 of Public Law 99-661, Contract Goals for Minorities, U. S. Foodservice:

- 1. Established a subcontracting goal of 7% for SDB's.
- 2. Can offer technical assistance to SDB's in the following areas:
 - A. Management Information Systems Scheduling
 - B. Fleet and Maintenance Operations
 - C. Warehouse Operations
 - D. Business Management
 - E. Distribution Facility Operations
 - F. Purchasing and Sourcing Raw Materials
- 3. Will, in the execution of its subcontracting plan and its technical assistance efforts, avail itself of the existing services provided by historically black colleges and universities (HBCUs) and other minority institutions (MI's) in its operational area.

Signature: *Durwood Owens*
 (Executive of Company)

Typed Name: Durwood Owens
 Titled: President
 Company: U. S. Foodservice
 Date: March 26, 2004

Plan Accepted by: *Tat Amendolia* Date: APR 16 2004
 (Contracting Officer)

Agency: *Defense Supply Center Philadelphia*