

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000008244	PAGE 1 OF 8	
2. CONTRACT NO. SPE300-14-D-3046	3. AWARD/EFFECTIVE DATE 2014 SEP 30	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0066	6. SOLICITATION ISSUE DATE 2013 FEB 15		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
	9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Nicole Scott PSPTAAM Tel: 215-737-4225 Fax: 215-737-7194 Email: Nicole.Scott@dla.mil	CODE SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	CODE	SPE300		
17a. CONTRACTOR/ OFFEROR THE MERCHANTS COMPANY DBA MERCHANTS FOODSERVICE 1100 EDWARDS ST HATTIESBURG MS 39401-5511 USA TELEPHONE NO. 6015844001	CODE 7T383	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA	CODE	SL4701	
<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			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$35,000,000.00		
<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 checked="" type="checkbox"/> ARE NOT ATTACHED.			
<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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>SPM30013R0066</u> OFFER DATED <u>2013-Jul-17</u> . 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)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Sean Gemmell SEAN.GEMMELL@DLA.MIL PSPTAAB		31c. DATE SIGNED 2014 SEP 30	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)
		42d. TOTAL CONTAINERS

Block 6 Solicitation issue date should read 04/30/2013
Block 25 Accounting Appropriation Data should read 97X4930 5CBX001 2620 S33189
Minimum dollar 25% \$8,750,000
Block 26 \$35,000,000 is the base period estimated dollar value

CONTINUED ON NEXT PAGE

Form**SECTION A – SOLICITATION/CONTRACT FORM**

The following amendments issued under Solicitation SPM300-13-R-0066 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0013

The Subcontracting Plan for Merchants Foodservice was submitted on 07/17/2013

The following documents from the vendor's offer are hereby incorporated into this contract:

The Non-Price Proposal and Price Proposal. All elements of the Non-Price and Price Proposals which exceeded the government's requirements are hereby incorporated into this contract.

Proposal Revisions dated June 2014 – August 2014

Final Proposal Revisions dated 28 August 2014

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This solicitation is for total food and beverage support for garrison foodservice feeding. The successful Contractor shall provide full-line food service items, such as, but not limited to, canned items, fresh milk, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and nonfood Food Service Operating Supplies. Currently, fresh bread/bakery items do not have stated requirements within this solicitation, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance.

FOB TERMS: FOB Destination for all the items.

FILL RATE: The required overall contract purchase order fill rate is **98.5%** for non-catch-weight and catch-weight items.

CONTRACT TERM: The total duration of this contract, including the exercise of any options, shall not exceed 4 years and 47 days (Note: There will be a **47 day** start-up/implementation period upon award followed by a twenty-four (24) month performance period and one (1) twenty-four (24) month option period.)

The effective date of this award is 02 October 2014. The first order will take place 16 November 2014 and will continue for a period of twenty-four month (24) until 19 November 2016.

CONTRACT TYPE: Indefinite Delivery, Indefinite Quantity Contract – Fixed Price with Economic Price Adjustment (EPA)

Award Date: 30 September 2014
Implementation Period: 47 Days
Base Period First Order day – 16 November 2014
Base Period First Delivery day – 18 November 2014

The estimated dollar value of the Base Period of the contract (16 November 2014- 19 November 2016) is \$35,000,000.00.

The total estimated dollar value for this acquisition, including the option period if exercised is \$70,000,000.00.

The base contract contains a guaranteed minimum of \$8,750,000.00.

The guaranteed minimum for the option period, if exercised, is:

Option 1 - \$8,750,000.00

The maximum ceiling will be 300% of the estimated dollar value of the Contract Term (up to four (4) years) or \$210,000,000.00.

CONTINUED ON NEXT PAGE

PRICING: Fixed Price with Economic Price Adjustment (EPA)

Pricing is pursuant to the following:

52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL ECONOMIC PRICE ADJUSTMENT (EPA) - DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTINUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII (APR 2014)

All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, as offered in Final Proposal Revisions dated 28 August 2014. Price changes under the EPA clause shall be effective in accordance with the provisions of the EPA clause. All Ordering Catalog Contract Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price at time of each order regardless of any changes in the Contract Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

All pricing definitions are pursuant to 52.216-9064 and sections I.8. REBATES/DISCOUNTS AND PRICE RELATED PROVISIONS and I.9. CONTRACTOR PRICING – CONUS in the Statement of Work of the solicitation. These definitions supersede all definitions and/or exceptions listed in the awardee's proposal.

SECTION C – DESCRIPTIONS / SPECIFICATIONS

Under this contract, all customers are required to electronically submit every order through the Government's Subsistence Total Order and Receipt Electronic System (STORES).

Orders shall be submitted by the customer by 2:00 p.m. for skip-day deliveries.

SECTION D – 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 the 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 Code. The Contractor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

SECTION E – INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, 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.

SECTION F – PLACE OF PERFORMANCE

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

Merchants Foodservice
1100 Edwards Street
Hattiesburg, MS 39401

SECTION H – CONTRACT ADMINISTRATION DATA

Administration of the contract will be performed by the Defense Logistics Agency (DLA) Troop Support.

SECTION I – INVOICING

Although invoices must be submitted electronically, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS COLUMBUS CENTER
DFAS/CO-SEPS

CONTINUED ON NEXT PAGE

P.O. BOX 182317
COLUMBUS, OH 43218-6260

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

Contract Number, Call or Delivery Order Number, and Purchase Order Number;
DoDAAC;
Contract line listed in numeric sequence (also referred to as CLIN order);
Item nomenclature;
LSN or NSN;
Quantity purchased per item in DLA Troop Support's unit of issue;
Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

DISTRIBUTION CATEGORIES AND PRICING

CONTINUED ON NEXT PAGE