

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000008217	PAGE 1 OF 9
2. CONTRACT NO. SPE300-15-D-3118	3. AWARD/EFFECTIVE DATE 2014 NOV 07	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0074	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: Michael Kolman PSPTPED Tel: 215-737-4298 Fax: 215-737-7194 Email: MICHAEL.KOLMAN@DLA.MIL		CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/ OFFEROR US FOODS, INC. DBA US FOODS - SALEM DIVISION 502 S CARTY ST SALEM MO 65560-1805 USA TELEPHONE NO. 8477202722		CODE 08GX7	FACILITY CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM		CODE SL4701			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	See Schedule			23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$48,982,935.87	
<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. SPM30009R0074 OFFER DATED 2014-Aug-07 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) <i>John E Riccio</i>		
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) John Riccio JOHN.RICCIO@DLA.MIL PSPTAS4		31c. DATE SIGNED 2014 NOV 07

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

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 (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

On Form 1449, Page 1, the following apply:

Block #6, Solicitation Issue Date is changed to read 12 April 2013

Block #20, Schedule of Supplies/Services:

Full Line Food Service for customers in Missouri area

22 Month, 21 Day Base Period (39 day implementation period and one 12-month Option Period, and one 24-month Option Period

Maximum Dollar Value of the contract is \$150% or \$183,686,009.52

Block #25, Accounting and Appropriation Data: 97X4930 5CBX 001 2620 S33189, (25% Minimum \$12,245,733.97)

DLAD 52.247-9034 does not apply to this contract.

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Form

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-13-R-0074 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0018

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

The Non-Price Proposal and Price Proposal, which took no exception to the terms and conditions of the solicitation, are incorporated into the contract. All elements of the Non-Price and Price Proposals which exceeded the government's requirements are hereby incorporated into this contract.

Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service Disable Veteran Owned, Women Owned and Hub Zone Small Business Subcontracting Plan dated July 5th, 2013 is hereby incorporated into this contract.

Proposal Revisions dated June 2014 – October 2014

Final Proposal Revisions dated 20 October 2014

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This award is for total food and beverage support for garrison foodservice feeding. Items shall include, but are not limited to canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood, frozen poultry, ice cream, eggs and other dairy products.

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: Contract Term will be for up to 58 months and 60 days, consisting of an Implementation Period of up to 60 days, a 22-month Base Performance Period, and one 12- month Option Period, and one 24-month Option Period.

The effective date of this award is 7 November, 2014. The first order date will take place on 16 December, 2014 and will continue for a period until 6 November 2016.

CONTINUED ON NEXT PAGE

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

The total estimated dollar value for this acquisition is \$122,457,339.68.

The estimated dollar value of the Base Period of the contract is \$48,982,935.87. This contract contains a base period guaranteed minimum of 25% of the estimated base period dollar value or \$12,245,733.97. The maximum ceiling will be 150% of the estimated dollar value of the Contract Term including options or \$183,686,009.52.

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period	\$12,245,733.97	\$48,982,935.87	-
Option 1	\$6,122,866.98	\$24,491,467.94	-
Option 2	\$12,245,733.97	\$48,982,935.87	-
Total	\$30,614,334.92	\$122,457,339.68	\$183,686,009.52

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 20 October 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.

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, other than Emergency Orders or orders for Special Order items, shall be delivered on a "skip day" basis (the 2nd day thereafter), at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

CONTINUED ON NEXT PAGE

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 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.

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SECTION F – PLACE OF PERFORMANCE

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

US Foods Salem, MO
502 South Carty Street
Salem, MO 65560

SECTION G – DELIVERY SCHEDULES

See attached Delivery Schedule

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
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).

SECTION J – CLAUSES/PROVISIONS (FULL TEXT)

CONTINUED ON NEXT PAGE

FAR 52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

The Government may extend the term of this contract by written notice to the Contractor within 3 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (Note: There will be an up to 2 month (60-day) start-up/implementation period upon award followed by a twenty two (22) month performance period, one (1) twelve (12) month option period and one (1) twenty four (24) month option period).

**52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS
(JUN 2013)**

(a) For Defense Contract Management Agency (DCMA) administered orders to include DCMA Americas, Canada: The Contractor shall contact the transportation officer at the administering DCMA location. To obtain the applicable Government shipping document/instructions, 7 days prior to shipment availability, the Contractor shall use the Shipping Instructions Request (SIR) web-based eTool application available through the DCMA's website <http://www.DCMA.mil> at <http://www.dcma.mil/itcso/cbt/SIR/index.cfm>.

(b) For DCMA International outside contiguous United States (OCONUS) administered orders (excluding DCMA Americas, Canada): The Contractor shall either use Department of Defense (DD) Form 1659 or the DCMA SIR eTool as directed by the DCMA International Transportation Office.

(1) An electronic version of the DD Form 1659 can be accessed at:
<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1659.pdf> or may be obtained from the responsible DCMA International Contract Administration Office (CAO) Transportation Office.

(c) For Defense Logistics Agency (DLA) administered orders: The Contractor shall contact the DLA Distribution Supply Chain Transportation Office Helpdesk for shipping instructions at 1-800-456-5507 or via e-mail to delivery@dla.mil (preferred). The DLA Distribution's operating hours are Monday through Friday, 6:00 a.m. to 5:30 p.m. eastern standard time, excluding holidays. The DLA Vendor Shipment Module (VSM), previously known as the Distribution Planning and Management System (DPMS), available at <https://vsm.distribution.dla.mil>, may be used to obtain transportation instructions in lieu of contacting the transportation office.

SECTION K – DISTRIBUTION CATEGORIES AND PRICING

See attached Distribution Categories and Pricing

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

Attachment 1: Distribution Categories and Pricing for Base and Option Period

Attachment 2: Missouri Area Delivery Schedule

Attachment 3: Amendment 0017

Attachment 4: Amendment 0018

CONTINUED ON NEXT PAGE

Part 12 Clauses

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

Attachments

List of Attachments

Description	File Name
ATTACH.Amendment 0017	US Foods - MO Amendment 0017.pdf
ATTACH.Amendment 0018	US Foods - MO Amendment 0018.pdf
ATTACH.Delivery Schedule	Missouri delivery schedule and POCs.pdf
ATTACH.Distribution Sheet	USF MO - Distribution sheet.pdf