

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000008228	PAGE 1 OF 8	
2. CONTRACT NO. SPE300-14-D-3041	3. AWARD/EFFECTIVE DATE 2014 SEP 30	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0080	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: Cynthia Cahill PSPTAB2 Tel: 215-737-2449 Fax: 215-737-2579 Email: CYNTHIA.CAHILL@DLA.MIL		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 <input type="checkbox"/> 8 (A)	NAICS: 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	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
17a. CONTRACTOR/ OFFEROR UNITED FOOD SERVICE INC. DBA SHAMROCK FOODS 5199 IVY ST COMMERCE CITY CO 80022-4404 USA TELEPHONE NO. 7194954882	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA	16. ADMINISTERED BY CODE SPE300				
<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) \$14,885,305.00		
<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. SPM30013R0080 OFFER DATED 2014-Aug-15. 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) Warren Brown WARREN.BROWN@DLA.MIL PSPTPD1		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
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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
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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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

On Form 1449, block #6 should read April 17, 2013,
Block 10 should reflect that this Acquisition is Unrestricted;

Block #20 should read as follows: Full Line Food Service for Colorado and Wyoming;

Block #25 should read as follows: 97X49305CBX0012620S33189 (25% Minimum \$3,721,326.25)

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Form

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-13-R-0080 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0012

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.

Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service Disable Veteran Owned, Women Owned and Hub Zone Small Business Subcontracting Plan.

Proposal Revisions dated March 2014 – August 2014

Final Proposal Revisions dated 15 August 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. Currently fresh fruits and vegetables, fresh milk, fresh bread/bakery items and Food Service Operating Supplies (FSOS) do not have stated requirements but they are within the scope of this contract. Also, distribution prices for these categories have been established and the government reserves the right to add these classes of food and non-food items after award.

FOB TERMS: FOB Destination for all the items.

FILL RATE: The required overall contract purchase order fill rate is **99.5%** for non-catch weight and catch weight items.

CONTRACT TERM: Contract Term will be for up to 48 months and 30 days, consisting of an Implementation Period of up to 30 days, a 24-month Base Performance Period, and a one 24-month Option Period.

The effective date of this award is 30 September 2014.

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The implementation period will begin 30 September 2014 and will conclude 01 November 2014.

The new catalog start date will be 02 November 2014.

The base performance period will be from 03 November 2014 and will conclude 29 October 2016.

The first orders will take place on 03 November 2014.

The government will provide written notice to the contractor within 3 days provided that the government gives the contractor a preliminary written notice of its intent to extend no later than 31 August 2016. (60 days before the contract expires).

In the event that the government invokes the option; the option period would begin on 30 October 2016 and Conclude on 27 October 2018.

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

The total estimated dollar value for this acquisition is \$29,770,610.00

The estimated dollar value of the Base Period of the contract is \$14,885,305.00. The estimated dollar value for the twenty-four (24) month option period is \$14,885,305.00.

The estimated dollar values are based upon actual usage/sales data. The guaranteed minimum is 25% of the base period estimated dollar value, or \$3,721,326.00. The maximum ceiling will be 150% of the estimated dollar value of the Contract Term up to 48 months or \$44,655,915.00.

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 15 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.

CONTINUED ON NEXT PAGE

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.

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.

SECTION F – PLACE OF PERFORMANCE

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

Shamrock Foods
1599 Ivy St
Commerce City, Co 80022

SECTION G – DELIVERY SCHEDULES

CONTINUED ON NEXT PAGE

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 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: Colorado and Wyoming Area Delivery Schedule

Attachment 3: EDI Implementation Guidelines June 2014.

CONTINUED ON NEXT PAGE

Attachment 4: Amendment 0012**Part 12 Clauses****52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD****Attachments****List of Attachments**

Description	File Name
ATTACH.amendment 0012 signed	Amendment 0012 signed by Shamrock.pdf
ATTACH.Delivery Schedule	Colorado and Wyoming delivery schedule.docx
ATTACH.Distribution	Distribution catagories final.docx
ATTACH.EDI	EDI Implementation Guidelines June 2014.pdf