

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

1. REQUISITION NUMBER
 PAGE 1 OF **15**

2. CONTRACT NO: **SPM300-09-D-3272**
 3. AWARD/EFFECTIVE DATE: **AUG 31 2009**
 4. ORDER NUMBER
 5. SOLICITATION NUMBER: **SPM300-06-R-0063**
 6. SOLICITATION ISSUE DATE: **01/04/2007**

7. FOR SOLICITATION INFORMATION CALL: **Matthew P. Conville / D. Holman**
 8. OFFER DUE DATE/ LOCAL TIME: **02/20/07 3:00 pm**
 b. TELEPHONE NUMBER (No collect calls): **(215) 737-2995 / -8051**

9. ISSUED BY: **Defense Supply Center Philadelphia**
 CODE: **SPM300**
 Directorate of Subsistence, Bldg. 6
 700 Robbins Avenue
 Philadelphia, PA 19111-5092
 Note: Mail/Handcarry/Transmit Offer as specified on page 3

10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 BIAI
 NAICS: **424410**
 SIZE STANDARD

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION:
 RFO IFR REP

15. DELIVER TO: **SEE SCHEDULE**
 CODE
 16. ADMINISTERED BY: **SEE BLOCK 9**
 CODE

17. CONTRACTOR/OFFEROR: **US FOODSERVICE, INC.**
 CODE: **61** FACILITY CODE: **IEORO**
 10211 N. I-35 SERVICE RD.
 OKLAHOMA CITY, OK 73131
 TELEPHONE NO: **(405) 475-4660**

18. PAYMENT WILL BE MADE BY: **DFAS-BVDP (SL4701-BSM)**
 CODE
 P.O. BOX 369031
 COLUMBUS, OH 43236-9031

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
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 17q. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17r. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17s. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17t. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17u. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17v. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17w. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17x. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17y. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 17z. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ACQUISITION FOR FULL LINE FOOD DISTRIBUTOR FOR AUTHORIZED CUSTOMERS IN THE TEXAS/OKLAHOMA AREA. 2 YEAR BASE EFFECTIVE PERIOD 15 NOVEMBER 2009 THROUGH 12 NOVEMBER 2011 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: **10% MINIMUM IS: \$3,250,604.80**
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$32,506,048.00**

27a. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: ARE, ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 52.212-4, FAR 52.212-5 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. **SPM300-06-R-0063** DATED **5-20-08** AND AMENDMENTS **001-007** 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: *Sam Erwin*
 30b. NAME AND TITLE OF SIGNER (Type or print): **SAM ERWIN DIVISION PRES.**
 30c. DATE SIGNED: **12-12-07**
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Debbie Holman*
 31b. NAME OF CONTRACTING OFFICER (Type or print): **DEBBIE HOLMAN**
 31c. DATE SIGNED: **1/13/07**

SECTION A – SOLICITATION/CONTRACT FORMS

The following amendments issued under Solicitation: SPM300-06-R-0063 are hereby incorporated as part of this contract:

-Amendment 0001 dated 25 January 2007, Amendment 0002 dated 16 May 2007, Amendment 0003 dated 27 May 2007, Amendment 0004 dated 25 March 2008, Amendment 0005 dated 07 April 2008, Amendment 0006 dated 10 April 2008, Amendment 0007 dated 13 May 2008.

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

-The Technical Proposal and Business Proposal dated 20 February 2007. All elements of the Technical and Business 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

-Distribution Categories dated 22 August 2007

-Proposal Revisions dated August 2007 – May 2008

-Final Proposal Revisions dated 20 May 2008

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This contract is for the procurement of Total Food and Beverage support EXCEPT for Fresh Fruits and Vegetables, fresh milk, fresh bread, "branded" Bag in Box Soda, non-food items, and disposables. However, the government reserves the right to add these classes of food and non-food items after award. If these classes of food and non-food items are added, appropriate distribution fees will be negotiated.

DELIVERY: Delivery shall occur no more than 48 hours after order placement of "skip day" unless an alternate delivery period is specified by the customer.

FOB TERMS: FOB Destination for all the items.

PROPOSED FILL RATE: 99.0% without substitutions and 99.5% with substitutions.

SUBCONTRACTING GOAL: Small Business goal is 35% for the Base Period and First Option Period, and 40% for the Second and Third Option Periods.

CONTRACT TERM: Contract Period will be for six (6) years, consisting of a two (2) year Base Period and three (3) Option Periods. The first Option Period is eighteen (18) months, the second option is twelve (12) months, and the third is eighteen (18) months.

The effective date of this award is 31 August 2009; however, performance will begin with the placement of the first order on 16 November 2009 and continue for a period of two years thereafter until 12 November 2011. The first delivery under this contract will take place on 18 November 2009.

CONTRACT TYPE: Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 10% of the estimated award dollar value. The estimated dollar value of the base term of the contract is \$32,506,048.00. The maximum ceiling will be 150% of the estimated dollar value. In the event of emergency and/or mobilization, the government reserves the right to unilaterally execute a maximum ceiling of 175% of the estimated dollar value.

PRICING: Firm Fixed Price

All pricing will be firm at the time of order, irrespective of the delivery date. All provisions which reference anything other than pricing at a time of order is hereby deleted, i.e., delivery dates requested more than six days after the order date.

The unit price is determined by the “Delivered Price” plus the “Distribution Price”. The Delivered price may be updated weekly and will be effective from time of order. **All price changes must be submitted to DSCP via the 832 EDI Transaction Set. This transmission must be received by Wednesday, 1:30 P.M. Philadelphia time.** Distribution Category Pricing by Item is contained in Attachment 1. These distribution prices will remain fixed in accordance with US Foodservice’s offer throughout the term of the contract.

If the Government determines to invoke the options, the distribution prices will update in accordance with US Foodservice’s offer as shown in Attachment 1.

Per the Solicitation, all ordering catalog prices shall be fixed and remain unchanged for the first week of the contract period. As such, all remaining 198 Market Basket Item Prices shall remain the same as offered in Business Proposal Final Proposal Revisions, dated 20 May 2008.

NOTE: US Foodservice offered several enhancements that exceed solicitation requirements. Enhancements exceeding the solicitation requirements are noted in the below sections, and are incorporated into this contract.

SECTION C – DESCRIPTIONS / SPECIFICATIONS

Prime Vendor will process all add-ons and accept any cancellations without additional charges. **The Prime Vendor can accept additions and cancellations up to the time the truck is leaving the facility for no extra charge.**

Under this contract, ordering supplies for the remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

US Foodservice will assign an Account Executive and two customer service representatives to support this contract.

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.

SECTION E – INSPECTION AND ACCEPTANCE

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

SECTION F – PLACE OF PERFORMANCE

The following are designated as the plant locations for the performance of this contract for all contract line items:

PLANT LOCATION:
US Foodservice Oklahoma Division
10211 N I-35 Service Rd
Oklahoma City, OK 73131-5022

There is a fifteen (15) case movement per month required to satisfy product requirements.

Emergency Orders

US Foodservice has no limit on the amount of emergency orders to support a customer. US Foodservice will adhere to its policy of making Emergency Order deliveries within 8 hours to the farthest location, and no fees will be imposed for this service.

SECTION G – DELIVERY SCHEDULES

Customers authorized to order under this contract are as follows:

Location/Address/POC information	Remarks
<p>Ft. Sill, Lawton, OK (W44DQ8); TISA – Building 1962, BD2437, BD2755, Barbour St., Ft. Sill, OK 73503 POC: Mr. Stephen Cruz; (580) 442-4103 or DSN 639-4103</p>	<p>Monday thru Friday; deliveries between 7-and 3:30 pm. Troop Issue Field Feeding orders shall be palletized and shrink wrapped and each pallet labeled with destination.</p>
<p>Ft. Sill Various Dining Facilities BD0912, BD1490, BD1653, BD2811, BD3419, BD3424, BD3428, BD3440, BD3443, BD5684, BD5955, BD5960, BD5970, BD6007, BD6050</p>	<p>Monday, Wednesday and Friday; deliveries between 8 am - 1 pm.</p>
<p>Reynolds Army Hospital (W44DVQ) Mow Way Rd, Bldg 4301, Ft. Sill 73503 POC: Ms. Sandra Dupre/ Mr. Vernon Washington (405) 458-2823</p>	<p>Monday thru Friday between 8:00 am and 1:00 pm</p>
<p>Tinker AFB, Oklahoma City, OK 73145 Vanwey Dining Facility (FT9110). 5813 Arnold St., Bldg 5905</p> <p>Flight Kitchen (FT9112) POC N. Killmeyer (405) 734-2918</p> <p>Child Development Center West, (FT9450) 6090 Twining Drive POC Brenda Brown (405) 734-3116</p> <p>Child Development Center East, (FT9496) 3590 E. Drive POC Lois Young (405) 734-4212/4213</p> <p>Youth Center (FT9548) 4460 McNarney Ave, Bldg 5520 POC Vanessa Cannon (405) 734-7866</p>	<p>Monday, Wednesday and Friday between 6 – 11 am</p>

Location/Address/POC information	Remarks
<p>Sheppard AFB, Wichita Falls, TX 76311 Codner Hall, Bldg 516 (FT9095); McCullough Hall, Bldg 526 (FT9097), Dining Hall, Bldg 1368 (FT9098), Mesquite, Bldg 805 (FT9165), Central Prep Kitchen, Bldg 61 (FT9227), Cooper Hall, Bldg 776 (FT9252), Sagebrush Dining Hall, Bldg 1320 (FT9263) POC Larry Pressler or Gabrielle Perry (940) 855-9334 Ext. 20</p> <p>Child Development Center, Bldg 195 (FT9435) POC Nancy Van Kirk (940) 676-2038</p>	<p>Mondays, Wednesday and Friday between 6 AM to 12 Noon</p>
<p>Altus AFB, Altus, OK 73523 Flight Kitchen, Bldg 185 (FT9103), Solar Inn, Bldg 317 (FT9102) POC – Edward Charping (580) 481-5815</p> <p>Child Development Center, Bldg 53 (FT9442) POC Christine Matthews (580) 481-5693 Youth Center, Bldg 1866 (FT9552) POC: Melita Hawkey (580) 481-7903</p>	<p>Monday &/or Friday between 6:30 – 10:00 AM</p> <p>Monday &/or Friday between 6-10 am. CDC deliveries back of building. Youth Center to front door off of street.</p>
<p>Naval Air Station Ft. Worth, TX 76127 Moreland Hall, Bldg 1506 (N83447) POC: CS1 Eber Barraza/Thomas M. Hardie (817) 782-7383</p>	<p>Deliveries twice a week between 6:30 – 11:30 am</p>
<p>Tulsa Job Corps Center 1133 N. Lewis Ave (1673AV), Tulsa, OK 74410 POC – Penny Kinnamon (918) 585-9111 Ext. 607</p>	<p>Deliveries required every Thursday</p>
<p>Guthrie Job Corps 3106 West University, (1673AU) Guthrie, OK 73044 POC – Keleen Bilyeu (405) 282-9516 Raman Westbrook (405) 282-9301</p>	<p>Deliveries are required once a week or twice as needed. Monday between 7:30 – 9:30 am. When Monday is a holiday, deliveries shall be made on Tuesday between 7:30 – 11:30am and 1-4 pm. Deliver to the front door off street</p>

SECTION H – CONTRACT ADMINISTRATION DATA

Administration of the contract will be performed by Defense Supply Center Philadelphia.

The following individual will administer US Foodservice’s Subcontracting Program:

Name: Charles Sharp
Address: DCMA Chicago
1523 W. Central Road
Arlington Heights, IL 60005
Phone: (224) 625-8208
Fax: (224) 625-9433

The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by US Foodservice is incorporated into this contract. DCMA Chicago, IL is assigned all administrative duties associated with the Small Business and Small Disadvantaged Subcontracting Plan as provided under Clause 52.219-9 “Small Disadvantaged and Women Owned Small Business Subcontracting Plan”.

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 BVDP (SL4601)
P.O. Box 369031
Columbus, OH 43236-9031

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. DoDAAC
3. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
4. Item Nomenclature
5. LSN or NSN
6. Quantity purchases per item and Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Clean invoices must be submitted
9. Total dollar value of invoice reflecting changes to the shipment, if applicable

SECTION J – MANDATORY FOOD PRODUCTS AND DINING PACKETS

- A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 46- 48c).
- B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with “essentially the same”* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.
- C. Any other commercial equivalent product with “essentially the same”* product characteristics can not be sold to the DSCP customers under this contract.
- D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.
- E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with “essentially the same” product characteristics as those items listed below.
- F. If the contractor is requested to carry other commercially equivalent product with “essentially the same”* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer’s justification for the unique packaging requirement.

- G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.
- H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. Mandatory Products and Designated Sources:

1. Pancake Mix, Devil’s Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry

Advocacy and Resources Corporation d/b/a AMP
 435 Gould Drive
 Cookeville, TN 38506
 Primary P.O.C. Teresa Poston (931-432-5981)
tposton@ampcorp.biz
 Secondary P.O.C. Joan Cooper (931) 432-5981
Joan@ampcorp.biz
 Secondary P.O.C. Melissa Wilson (931) 432-5981
Melissa@ampcorp.biz

STOCK NUMBER	PRODUCT	(\$) PRICE FOB ORIGIN
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	21.27
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	33.81
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil’s Food, 6/5 LB BGS/CS	25.67
8920-01-E60-7847	Cake Mix, Devil’s Food, 50 LB BG	44.28
8920-01-E60-7747	Cake Mix, Devil’s Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	22.84
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	25.94
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	18.89
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	37.13
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	22.84
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	25.94
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	18.89
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	37.13
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95
8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

2. Spices and Spice Blends: *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole) , All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.*

Unistel, Continuing Developmental Services
 650 Blossom Road
 Rochester, NY 14610-1811
 P.O.C. Mr. Nick Galante (800) 864 7835
ngalante@cdsunistel.org

STOCK NUMBER**	PRODUCT	(\$)	PRICE FOB ORIGIN
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	35.04	
8950-01-E60-5752	Garlic Powder, 6 LB CO, 3/CS	49.11	
8950-01-E60-5754	Garlic, Granulated, 12 OZ CO, 12/CS	32.50	
8950-01-E60-5753	Garlic, Granulated, 25 OZ CO, 6/CS	27.33	
8950-01-E60-5750	Paprika, Ground, 4.5 OZ CO, 24/CS	19.50	
8950-01-E60-5749	Paprika, Ground, 1 LB CO, 12/CS	33.72	
8950-01-E60-7767	Pepper, Black, Ground, Gourmet, 1LB CO, 12/CS	43.10	
8950-01-E60-7770	Pepper, Black, Ground, Gourmet, 5 LB CO, 3/CS	46.57	
8950-01-E60-7766	Pepper, Black, Ground, Gourmet, 1 LB CN, 12/CS	50.33	
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	23.86	
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	27.18	
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	28.27	
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	22.43	
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	25.56	
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	23.86	
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	27.18	
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	22.43	
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	25.56	
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	23.86	
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	27.18	
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	11.95	
8950-01-E60-9547	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	10.64	
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	30.37	
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	26.05	
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	33.84	
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	20.07	
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	20.91	
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	21.76	
8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	23.44	
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	15.49	
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	35.59	
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	33.52	
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	34.56	
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	16.21	
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	24.65	
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	15.61	
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	17.42	
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	32.33	
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	11.39	
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	19.59	
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	19.83	
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	20.07	
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	41.52	
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	26.76	
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	15.91	
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	16.21	
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	16.21	
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	17.42	
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	19.83	
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	34.29	
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	35.50	

**** The following stock numbers have been administratively assigned by DSCP to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)
8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. Coffee, Roast & Ground (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

CW Resources
200 Myrtle Street
New Britain, CT 06053
P.O.C. Bill Blonski (860) 229-7700 x219
WBlonski@cwresources.org

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	101.48
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	94.20
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	88.86

4. Dining Packets:

National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22311-1727
P.O.C. Ms. Mary Johnson
Mjohnson@nib.org
(703) 310-0512

<u>STOCK NUMBER</u>	<u>PRODUCT</u>	<u>(\$)</u> <u>PRICE FOB ORIGIN</u>
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1 salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	4.25

*** “Essentially the Same” Criteria**

The following is the criteria for determining whether the items are “essentially the same” when comparing JWOD mandatory products and commercial products. The JWOD product will be considered “essentially the same” when:

1. It has effectively the same form, fit and function.
2. The JWOD and commercial products may be used for the same purpose.
3. The JWOD and commercial products are relatively the same size and a change in size will not affect the use or performance.
4. The appearance, color, texture, or other characteristic of the JWOD product and commercial product are not significantly different from one another?



NOTE: FAR CLAUSE DSCP 52.246-9P31 SANITARY CONDITIONS (FEB 2008) REPLACES FAR CLAUSE DSCP 52.246-9P31 SANITARY CONDITIONS (JAN 1998) FOUND ON PAGES 22-24 OF SOLICITATION: SPM300-06-R-0063. THE UPDATED CLAUSE IS WRITTEN AS FOLLOWS:

DSCP 52.246-9P31 SANITARY CONDITIONS (FEB 2008)

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, *Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement*, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, *Sanitation Requirements for Food Establishments*, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "*Meat and Poultry Inspection Directory*", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "*List of Plants Operating under USDA Poultry and Egg Grading Programs*" published electronically by the

USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm>).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “*Meat, Poultry and Egg Product Inspection Directory*” published electronically by the USDA FSIS (available at: http://www.fsis.usda.gov/Regulations_&_Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products” in the “*USDC Participants List for Firms, Facilities, and Products*”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “*Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers*” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “*Grade ‘A’ Pasteurized Milk Ordinance*” (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “*Dairy Plants Surveyed and Approved for USDA Grading Service*”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “*Interstate Certified Shellfish Shippers Lists*” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, *Veterinary/Medical Food Inspection and Laboratory Service*, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/>.) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the termination for "Default" or termination for "Cause" clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

ATTACHMENT 1
DISTRIBUTION CATEGORIES & PRICING

U.S. Foodservice of Oklahoma Fee Schedule ATTACHMENT 1 SPM300-09-D-3272					
		BASE	OPT 1	OPT 2	OPT 3
#	Category	Fee / UOI	Fee / UOI	Fee / UOI	Fee / UOI
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 and Raw, Breaded or Unbreaded Processed				
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, Crab Cakes, Breaded				
15	Shellfish, Other – To include Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded				
16	Fish – Whole, Portioned, Fillets, Unbreaded				
17	Fish – Formed, Fillets, Portioned, Solid Muscle, Breaded				
18	Bacon - Precooked				
19	Luncheon Meats, Sausages, Scrapple, Bacon, Hot Dogs, Corn Dogs, Pizza Toppings				
20	Bakery and Cereal Products, Rice, Dried Beans, Crackers, Snacks, Dry Pasta, Flour, Cones, Bread Crumbs, Croutons				
21	Fresh Bread and Fresh Bakery Products				
22	Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces				
23	Fats and Food Oils, Butter, Margarine				
24	Sandwich/Meal Kits				
25	Fruits, Juices, Nectar, Vegetables - Chilled				
26	Fruits, Juices, Nectar, Vegetables - Frozen				

27	Fruits, Juices, Nectar, Vegetables, Dairy, Baby Food, Nutritional Supplements, Dietetic Products – Can, Jar, or Bottle				
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				
29	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 portion controlled size packs				
30	Desserts – Sheet/Layer Cakes, cheese Cakes, Specialty Cakes, Pies, Cobblers				
31	Dairy Foods – Eggs, Egg Products, Yogurt, Sour Cream, Cheese, Milk – Fresh, Chilled, or Frozen				
32	Fresh Processed, Prepared, Chilled Salads				
33	Soups, Frozen				
34	Confectionery, Candy, Nuts, Sugars				
35	Cocoa, Hot Chocolate, Coffee, Tea				
36	Appetizers, Pizza, Pizza Crust, Desserts, Breads/Dough, Bagels, Biscuits, Pancakes, French Toast, Doughnuts, Danish – Frozen				
37	Frozen Entrees				
38	Entrees, Meats, Fish – Canned				
39	Frozen Beverages, BIB – Requiring Dispensers				
40	Beverages (Non-Dispenser Type) – To include Canned Soda, Sports Drinks, Water				
41	Mixes – Ice Cream/Soft Serve, Yogurt, Milk Shake				
42	Ice Cream Novelties, Ice/Fruit Bars, Ice cream Gallons				
43	Other Grocery Items Not Mentioned				
44	Other Perishable (Frozen/Chill) Items Not Mentioned				
45	Related Non-Food Products (FSOS)				
46	Mandatory Items (NIB/NISH)				
47	Fresh Fruits and Fresh Vegetables				