

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

1. REQUISITION NUMBER  
1000008218

PAGE 1 OF 9

2. CONTRACT NO.  
SPE300-15-D-3104

3. AWARD/EFFECTIVE DATE  
2014 OCT 16

4. ORDER NUMBER

5. SOLICITATION NUMBER  
SPM300-13-R-0053

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: Maureen Canty PAA6001 Tel: 215-737-5464  
Email: maureen.long@da.mil

CODE SPE300

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 HUBZONE SMALL BUSINESS  EDWOSB NAICS:  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS  
Net 10 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO  
SEE SCHEDULE

CODE

16. ADMINISTERED BY  
SEE BLOCK 9  
Critical: PAS: None

CODE SPE300

17a. CONTRACTOR/ OFFEROR  
US FOODS, INC. DBA  
DIVISION  
5425 S WILLIAMSON BLVD  
PORT ORANGE FL 32128-7399  
USA  
TELEPHONE NO. 8477202722

CODE 1YTB3

18a. PAYMENT WILL BE MADE BY  
DEF FIN AND ACCOUNTING SVC  
BSM  
P O BOX 369031  
COLUMBUS OH 43236-9031  
USA

CODE SL4701

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
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA


26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$125,033,633.64

27a. SOLICITATION INCORPORATES 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 INCORPORATES 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

29. AWARD OF CONTRACT: REF. SPM300-13-R-0053 OFFER DATED 2014-Sep-22 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)  
Thomas Haley  
PSPFTA4

31c. DATE SIGNED  
2014 OCT 10

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 ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:  
SPE300-15-D-3104

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Form

**DESCRIPTION OF SUPPLIES AND SCOPE OF WORK****CONTRACT AWARD**

This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions, under Request for Proposals SPM300-13-R-0053. It is a Fixed Price with EPA, Indefinite Quantity Contract under which the Contractor shall provide full line food and beverage distribution to military customers in Mayport, FL, Guantanamo Bay, Cuba and AUTECH, Bahamas.

Performance under this contract shall be governed by the terms and conditions of RFP SPM300-13-R-0053, including all amendments, to which the Contractor's offer took no exception, and US Foods' Subcontracting Plan submitted.

**CONTRACT PERIOD**

The contract shall consist of a two-month implementation period, a 22-month base period, one 12-month option period, and one 24-month option period. The implementation period shall commence on the date of award, October 10, 2014, and end on December 12, 2014. The base period shall commence on December 13, 2014 and end on September 30, 2016. The contract contains an option to extend the term of the contract as found in solicitation clause FAR 52.217-9 – Option to Extend The Term Of The Contract. The first option period, if exercised, shall commence on October 10, 2016 and end on October 9, 2017. The second and final option period, if exercised, shall commence on October 10, 2017 and end on October 9, 2019.

**CONTRACT LIMITATIONS**

The guaranteed minimum under this contract is \$10,419,469.47.

The maximum dollar value that may be ordered against this contract is \$312,584,084.10.

**CONTRACT DELIVERED PRICES**

Contract delivered prices shall be adjusted in accordance with solicitation clause 52.216-9064 Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model – DLA Troop Support Subsistence Prime Vendor (SPV) Contiguous United States (CONUS) (APR 2014).

**CONTRACT DISTRIBUTION PRICES**

Contract distribution prices are set for the term of the contract. Contract distribution prices and categories are listed in the attachment to this contract document.

**UPDATE THE FOLLOWING ADDENDUM TO FAR 52.212-4****ADDENDUM TO FAR 52.212-4**

Contract Terms and Conditions – Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), *Inspection/Acceptance*, is revised to add the following:

Inspection and acceptance of products will be performed at destination. The Government's authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. In the absence of an applicable medical inspection authority, the final disposition decision to accept or reject product rests with the food service officer and/or the Government's authorized receiving official. However, when an applicable medical inspection authority is present, a decision to reject product rests with the medical authority under the following conditions:

- (1) Unsanitary conveyances – gross filth, pesticide spillages, mold, etc.
- (2) Improper temperatures of potentially hazardous foods.
- (3) Unapproved sources (those not previously assessed; passed their required response time; or those deemed an unacceptable risk).
- (4) Contamination (intentional or unintentional).
- (5) Unwholesomeness.

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- (6) Off-condition or damaged.
- (7) Stored product pests (insect infestation, rodent or animal damage).
- (8) Food defense concerns

2. Paragraph (c), *Changes*, is deleted in its entirety and replaced with the following:

(c) Changes.

In addition to bilateral modifications the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

method of shipment or packing;  
place, manner, or time of delivery.

If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (g), *Invoice*, is revised to add the following:

- (3) Each delivery will be accompanied by the Contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the contractor. Any changes must be made on the face of the invoice; attachments are not acceptable.
- (4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (See page 83 for Subsistence Total Order and Receipt Electronic System (STORES) EDI Information). No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Contractor must be "clean," i.e. all debits and/or credits must be reflected on the invoice prior to submission. Electronic invoices should be filed promptly (i.e. once all credits and/or credit adjustments are made) and in any case, in fewer than 90 days after delivery.
- (5) Invoice transactions may be submitted to DLA TROOP SUPPORT 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 that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.
- (6) The same invoice cannot be submitted with different dollar amounts.
- (7) For catch weight items, standard rounding methods must be observed, i.e. < 5: rounded down; = 5 or > 5: rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the contractor.
- (8) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point (see Attachment 10).
- (9) The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the Contractor's invoice:  
  
DFAS BVDP (SL4701)  
P.O. Box 369031  
COLUMBUS, OH 43236-9031
- (10) Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

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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).

- (11) Contractors are required to use the Vendor Reconciliation Tool [see 4. (10) below] to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the Contractor to adjust as necessary and communicate with the customer or DLA TROOP SUPPORT as needed, in order to resolve any/all discrepancies. In the event of an unresolved payment discrepancy, the contractor must present a signed delivery ticket/invoice.

4. Paragraph (i), *Payment*, is revised to add the following:

- (7) DFAS Columbus Center is the payment office for this acquisition.
- (8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.
- (10) Vendor Reconciliation Tool: In an effort to improve the payment process, contractors will have availability to view what the customer has or has not receipted, via the Business Systems Modernization (BMS) website <http://www.troopsupport.dla.mil/subs/recon1.pdf>. The Contractor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the Contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.
- (11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses." However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

5. Paragraph (m), *Termination for Cause*. Delete paragraph (m) in its entirety and substitute the following:

(m) *Termination for Cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6. Paragraph (o), *Warranty*, is revised to add the following:

"In the event that a product recall is initiated by the Contractor, grower or manufacturer, the Contractor shall follow the procedures as outlined below:

Immediately notify the following personnel:

Customers that have received the recalled product;  
DLA TROOP SUPPORT Contracting Officer;

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DLA TROOP SUPPORT Account Manager; and  
DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845

Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:

Reason for recall;  
Level of recall, i.e. Type I, II or III;  
Description of product;  
Amount of product;  
List of customers that have received product; and  
Name and phone number of responsible person (Recall Coordinator)

The Contractor shall provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT Consumer Safety Officer."

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the Contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty," "Contract Terms and Conditions-Commercial Items" and any addendum contained in the solicitation.

7. Paragraph (s), *Order of precedence*, is revised to add the following:

(10) The Vendor's Non-Price Proposal

8. Paragraph (t), System for Award Management

(a) Definitions.

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the System for Award Management database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active".

9. Add: Paragraph (v), Contractor Performance Assessment Reporting System (CPARS):

#### Background

Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated Contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting Contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting Contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, Contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating Contractor performance each assessment or evaluation is based on objective facts and is

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supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, Contractor operations reviews, functional performance evaluations, and earned contract incentives.

Effective October 1, 2006, a Department of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

#### Obtaining a PKI certificate

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at <http://iase.disa.mil/pki/eca/certificate.html>. Each Contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

Each Contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

#### 10. Add: Paragraph (w), PKI Certificate to access STORES:

##### Background

Total Order & Receipt Electronic System (STORES) is the single approved DoD food ordering system. STORES uses Electronic Data Interchange (EDI) and web-enabled applications to pass catalogs, orders and receipts among Services, contractors and DLA Troop Support. STORES consists of electronic catalogs for all food items, and it is used to collect and manage a library of automated reports. The STORES applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, STORES interfaces with all service food management systems and is used by over 700 customers worldwide.

Effective October 25, 2010, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users from an External Certificate Authority (ECA) accessing STORES. Currently, a DoD ECA/PKI Certificate will be required for all Contractor users accessing STORES. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions. STORES information will not be allowed on a public website for information assurance reasons.

The DLA Troop Support Subsistence main Electronic Catalogs have been migrated/integrated into STORES for information assurance reasons.

#### Obtaining a PKI certificate

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are contractors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities.

Each Contractor employee accessing STORES will need an Identity Certificate (An Encryption Certificate is not required).

Certificate prices are various amounts per certificate per year, with volume discounts at some ECAs. Each Contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable. The DoD website for ECA enrollment: <http://iase.disa.mil/pki/eca/certificate.html>

#### Part 12 Clauses

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

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**Attachments**

**List of Attachments**

Description	File Name
ATTACH.	Distribution Prices SPE300-15-D-3104.