

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

1. REQUISITION NUMBER		PAGE 1 OF 3	
2. CONTRACT NO. SPM300-11-D-3498	3. AWARD/EFFECTIVE DATE 8/9/11	4. ORDER NUMBER	5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John Kennedy	b. TELEPHONE NUMBER (No collect calls) 215-737-4275

9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVE ATTN: FTAB/BLDG 6 PHILADELPHIA, PA 19111-5098		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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16. DELIVER TO SEE SCHEDULE	18. ADMINISTERED BY SAME AS BLOCK #9
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17a. CONTRACTOR/OFFEROR US FOODSERVICE, INC.-SALEM DIVISION 502 S. CARTY ST. SALEM, MO 65560-1805	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS/CO-SEPS P.O. BOX 182317 COLUMBUS, OH 43218-6260
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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
	This is an award under other than full and open competition IAW 10 U.S.C. 2304 (C)(1). All terms and conditions of contract SPM300-11-D-3431 and the administrative contract is extended under this contract. The main contract SPM300-11-D-3498 services the customers in the Missouri and surrounding area. Administrative contract SPM300-11-D-3499 services customers in the Kansas and surrounding area for <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA 25% Minimum: \$6,497,498.87	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,989,987.48
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-6 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4, FAR 62.212-6 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. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30. SIGNATURE OF OFFEROR/CONTRACTOR <i>John Ollier</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>John E. Riccio</i>
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30b. NAME AND TITLE OF SIGNER (Type or print) JOHN OLLIER; VP FINANCE	30c. DATE SIGNED 8/4/2011	31b. NAME OF CONTRACTING OFFICER (Type or print) JOHN E. RICCIO	31c. DATE SIGNED 8/9/11
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>contract period August 14, 2011 up to August 11, 2012.</p> <p>Maximum Dollar Value including surge of 175%: \$45,482,478.09</p> <p>All referenced FAR, DFAR, DLAD, and DLA Troop Support clauses in contract SPM300-11-D-3431 are hereby updated to the current dated version.</p> <p>The awardee may complete the annual representations and certificates electronically at http://orca.bpn.gov.</p> <p>FAR clause 52.225-25 is incorporated in to the contract. See attached.</p>				

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

**52.225-25 -- Prohibition on Engaging in Sanctioned Activities Relating to Iran--
Certification.**

As prescribed at 25.1103(e), insert the following provision:

**Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (Sep
2010)**

(a) Definition.

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

(1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)