

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

2. CONTRACT NO. <b>SPM300-05-D-3073</b>	3. AWARD/EFFECTIVE DATE <b>16 DEC 04</b>	4. ORDER NUMBER <b>NA</b>	5. SOLICITATION NUMBER <b>SP0300-01-R-4029</b>	1. REQUISITION NUMBER PAGE 1 OF <b>10</b>
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Contract specialist, Peggy Grady</b>		6. SOLICITATION ISSUE DATE <b>2/22/02</b>
		b. TELEPHONE NUMBER (No collect calls) <b>(215) 737-7592</b>		8. OFFER DUE DATE/ LOCAL TIME <b>4/5/02</b>

9. ISSUED BY CODE **SP0300**

**DEFENSE SUPPLY CENTER PHILADELPHIA  
DIRECTORATE OF SUBSISTENCE, BLDG "C"  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5092**

10. THIS ACQUISITION IS  
 UNRESTRICTED  
 SET ASIDE: %FOR  
 SMALL BUSINESS  
 SMALL DISADV. BUSINESS  
 B(A)  
 SIC:  
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING  
 14. THIS ACQUISITION IS  
 RFD  IFB  RFP

15. DELIVER TO CODE  
**ZONE 2: SOUTH DAKOTA AREA**

16. ADMINISTERED BY CODE **SP0300**  
**SAME AS BLOCK 9**

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
**SYSCO FOOD SERVICES OF MONTANA  
1509 MONAD ROAD  
BILLINGS, MT 59101  
TELEPHONE NO. (406) 247-1100**

18a. PAYMENT WILL BE MADE BY CODE  
**DFAS COLUMBUS  
ATTN: DFAS - PIP/CC  
P.O. BOX 182317  
COLUMBUS, OH 43218-6260**

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
	<b>FULL LINE FOOD DISTRIBUTOR FOR GOVERNMENT AGENCIES LOCATED IN SOUTH DAKOTA</b>				
<i>(Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
**\$770,000.00**

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 AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. OR OTHERWISE IDENTIFIED ABOVE DATED **3/21/02** YOUR OFFER ON SOLICITATION (BLOCK **SYSCO OF MONTANA** OFFER **5**), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS THROUGH DEC 04

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) **ANTHONY HOPE**

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **Anthony Hope**

31c. DATE SIGNED **23 Dec 04**

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE SIGNED

36. PAYMENT  COMPLETE  PARTIAL  FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE SIGNED

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

Reference Page 1, Block 29: The following are part of this contract:

Solicitation SP0300-01-R-4029 and all amendments and revisions for stated solicitation. Initial proposal and all revisions and correspondence submitted by and on behalf of SYSCO Food Services of Montana, relevant for use by customers in normal business operations. Proprietary information was used for evaluation purposes. SYSCO Food Services of Montana is required to provide services and supplies commensurate with high standards submitted in proposals and revisions.

Award is for a base year of twelve months. This contract includes four one-year option periods, to be renewed at the discretion of the government in compliance with FAR 17.207 and Clause 52.217-9P12.

Contract base year period is from 20 March 2005 to 19 March 2006.

Place of Performance on this contract is same as stated on page 1, block 17a. Product purchases from other SYSCO Operating Companies for distribution to identified facilities would only occur in emergency circumstances and the cost basis used for delivered product price would be the last cost received from SYSCO Montana's normal supplier.

Contract is subject to compliance with the Berry Amendment.

**MINIMUM/MAXIMUM QUANTITIES:**

The guaranteed minimum amount to be ordered under any resulting contract(s) is 25% of the total estimated contract dollar amount of each individual contract.

The maximum ceiling amount to be ordered under any resulting contract(s) is 50% over the total estimated contract dollar amount of each individual contract. In the event the maximum monetary ceiling is reached, the Government reserves the right to exercise the option less than (1) year after the award date of the base year or any subsequent option year.

In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling of 75% over the total estimated contract dollar amount of each individual contract.

**FOOD AND BEVERAGE DISPENSERS:**

Per customer request the Prime Vendor will provide to the customer at no charge the following food and beverage dispensers:

- Hot Soup
- Mashed Potato
- Cereal
- Liquid Roast Coffee Dispensers
- Cappuccino Machines
- Mechanically refrigerated dispensing machines and head for bag-in-box juices and drinks

The prime vendor maintains ownership of and responsibility for technical maintenance and quality control inspections and maintenance of food and beverage dispensers. Prime Vendor is responsible for repairs at no cost to the customer. Food and Beverage dispensers will be returned to the Prime Vendor at the conclusion of the contract.

A sufficient number of machines and dispensing heads shall be installed in the customers' facilities to accommodate the specific needs of each ordering facility.

Additional product dispensers could be required as customer usage and product changes and availability indicate.

**DELIVERY INSTRUCTIONS:**

Deliveries are F.O. B. destination to each ordering activity and delivery point. Each delivery point is required to receive its order in entirety within the requested delivery period stated by the customer. Upon completion of delivery, the contractor will remove all excess pallets used for delivery from the delivery point. All items will be tailgate delivery.

Installation delivery routes and stop-off sequence are required to be coordinated and verified with the installation. **A written schedule of delivery is to be submitted to DSCP-HFVP prior to first delivery.**

Contractor is not required to make deliveries on Federal Holidays. When a scheduled delivery day falls on a Federal Holiday, delivery will be made either on the next business day (not a Saturday or a Sunday) or as requested by the customer.

**Federal Holidays:**

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**DELIVERY LOCATIONS, DAYS AND TIMES:****Ellsworth Air Force Base, South Dakota**

Bandit Inn Dining Facility	Mon, Wed & Fri	Between 6:00 and 9:00 AM
In-Flight Kitchen	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Child Development Center	Mon, Wed & Fri	Between 6:00 and 9:00 AM
Youth Center	Mon, Wed & Fri	Between 6:00 and 9:00 AM
USDA Forest SVC	Mon, Wed & Fri	Between 6:00 and 9:00 AM
South Dakota ANG	Mon, Wed & Fri	Between 6:00 and 9:00 AM

**PACKAGING, PACKING AND LABELING:**

All delivered products are to be processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products shall be delivered as fresh as possible and within the manufacturer's established shelf life. For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer prior to delivery.

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.

Frozen product must be processed and packed to allow removal of the individual required portions without risk or compromise to the integrity of remaining product.

All meats, poultry and seafood will be vacuum packed when practicable. In all instances the packaging will protect the product from freezer burn and contamination.

**PACKAGING, PACKING AND LABELING (Continued):**

All fresh poultry and seafood items will be packed in ice packed cartons, separately. Fresh poultry can be in gas-flush cartons.

All items must be identified with readable dates (open code dates, best if used by date, expiration dates, etc) or coded dates. Contractors who do not use open code dating will provide a product code number key listing for coded dates. The product code number key listing shall explain the actual date of production or processing. **Copies of key code listings will be furnished to the receiving officer at each destination and each destination inspection agency prior to first delivery and to DSCP at time of request.**

Standard commercial precautionary markings such as "KEEP FROZEN" or "KEEP REFRIGERATED" or "GLASS", etc, will be used on all cases when appropriate.

To the maximum extent possible, nutrition and ingredient labels will be on the individual packages, otherwise such information is to be provided separately to the customer upon request.

**ADDING NEW ITEMS INTO INVENTORY:**

Customers will be able to request additional items to be added to the awarded contract and resulting catalog. Contract Modifications will not be required to add items. **Minimum case requirement is 5 cases per week.**

**WARRANTIES**

The supplies furnished under the resultant contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such 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 "Contract Terms and Conditions-Commercial Items" contained in solicitation.

**INSPECTION: ACCEPTANCE, REJECTION AND RETURN:**

Product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for non-conforming or unacceptable supplies.

All deliveries are subject to military inspection. In addition, the delivery vehicles will be inspected for cleanliness, condition and temperature. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, product inspection could be expanded if determined necessary by either the Military Inspector, or the Dining Facility Manager or the Food Officer.

Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

Frozen product must meet the following criteria to be accepted:

1. Packages must be solid, not soft, upon arrival.
2. Container and wrapping must be intact and in a solid condition.
3. Packages must be free of drip and show no evidence of thawing and re-freezing (i.e. watermarks on boxes, off odor) or dehydration.
4. Cello wrapped packages will not be discolored or show other signs of freezer burn. If any product is determined to be defective, damaged, or compromised in any manner, the receiving official can reject the product on site.

**INSPECTION: ACCEPTANCE, REJECTION AND RETURN (Continued):**

The Prime Vendor is required to accept returns under the following conditions:

1. Products shipped in error
2. Products damaged in shipment
3. Products with concealed or latent damage
4. Products that are recalled
5. Products that do not meet shelf life requirements
6. Products that do not meet the minimum quality requirements as defined for the items listed in the Schedule and subsequent customer catalog
7. Products delivered in unsanitary delivery vehicles
8. Products delivered that fail to meet the minimum / maximum specified temperature  
Quantity excess as a result of order input error and/or Purchase Ratio Factor error.  
Conditions not specified above that cause product to be unacceptable to customer through no fault of customer.

Any product delivered in error by the distributor must be picked up on the next delivery day after notification by the ordering facility.

**TRAINING EXERCISES:**

When units deploy outside their zone for training exercises, the unit will receive deliveries from either SYSCO Food Services of Montana or the Prime Vendor of the location of the exercise site. Determination will be made on a case-by-case basis depending on delivery availability and cost (additional delivery charges/fees for out-of-area deliveries are not authorized).

**ADDITIONAL CUSTOMERS:**

Additional Department of Defense and Non-Department of Defense customers located in the same distribution area as the successful contractor and requiring the same or similar products and services can be incorporated into existing contract. A bilateral agreement resulting in contract modification is required to add customers and state an agreed upon implementation plan.

**EMERGENCY DELIVERIES:**

Prime Vendor is required to provide a minimum of two emergency deliveries per month, per customer, at no additional charge. Emergency deliveries are required to be delivered on same day as order placement, within realistic timeframes. Requests for same day emergency delivery are to be provided to SYSCO Food Services of Montana prior to 10 AM to guarantee same day delivery. Requests placed after that time are not guaranteed same day delivery.

Surge, Mobilization, substitutions for customer requested items and replacement of rejected items are examples of delivery situations that would not be considered as part of the two monthly emergency deliveries.

If the Prime Vendor "shorts" the customer necessary product or items, or the customer has to reject the necessary products or items delivered by the Prime Vendor it is the Prime Vendor's responsibility to provide the customer necessary product within the time frame requested by the customer.

**NOTIFICATION OF NOT IN STOCK ITEMS:**

A SYSCO Food Services of Montana representative is required to notify the customer as soon as possible after customer has submitted order that an item is not available and to assist the customer in identifying the best available item substitute. The customer makes the determination of acceptability for any substitutions.

**A substitute item must be of equal or higher technical quality and equal or lower in price.**

**CONTRACT ADMINISTRATION DATA:**

Administration of the Small Business and Small Disadvantaged Business Subcontracting Plan is assigned to:

DCMA Seattle  
3009 112<sup>th</sup> Avenue N.E., Suite 200  
Bellevue, WA 98004-8019

All other Contract Administration is performed by  
Defense Logistics Agency  
Defense Supply Center Philadelphia  
700 Robbins Ave  
Philadelphia, PA 19111

**SYSCO Food Services of Montana will provide a complete list of personnel involved in contract administration. The list is to include the names, phone numbers and e-mail addresses and responsibilities of individuals to be involved in daily contract administration as well as individual's overseeing contract administration. At a minimum the list will include:**

- Military Account Specialist/Account Executive responsible for overseeing all aspects of contract and to visit each facility on a regular monthly basis, point of contact for all value added services and schedule product showcases.
- Dedicated Military Customer Service Representative/Contract Compliance Manager responsible for receipt and processing of orders, notifying customers of outs, available substitutes, truck delays, etc.
- Military Contract Coordinator/Director of Territory Sales responsible for managing and overseeing the Prime Vendor contact and assisting the Military Account Specialist/Account Executive and the Dedicated Military Customer Service Representative/Contract Compliance Manager.
- Customer Service Manager
- Customer Representative responsible for reviewing orders and resolving customer complaints.
- Sales Representative
- Information Services Manager
- Accounting Department specific to invoicing issues including credit memos

**VISITS TO CUSTOMER LOCATION:**

Military Account Specialist/Account Executive will visit each facility on request but not less than on a regular monthly basis

SYSCO Montana's Senior Management will visit customer locations identified on this contract for the purpose of conducting quarterly reviews.

**CUSTOMER SERVICE APPROACH:**

SYSCO Food Services of Montana is involved with the SYSCO Corporate Program, CARES: "Customers Are Really Everything to SYSCO".

**ADDITIONAL SERVICES PROVIDED BY SYSCO Food Services of Montana:**

**MONTHLY MANAGEMENT REPORTS:**

General reports can be submitted by the 7<sup>th</sup> of the month.

**MISCELLANEOUS INFORMATION:**

**OPTION YEAR PRICING:**

**DISTRIBUTION CATEGORIES AND FEES:**