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

1. REQUISITION NUMBER
PAGE 1 OF 16

2. CONTRACT NO.: SPM300-05-D-3123
3. AWARD/EFFECTIVE DATE: June 22, 2005
4. ORDER NUMBER
5. SOLICITATION NUMBER: SPM300-04-R-0345
6. SOLICITATION ISSUE DATE: 09/30/2004

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Pat Viglione/Maureen Steffani
b. TELEPHONE NUMBER (No collect calls): (215) 737-3692
8. OFFER DUE DATE/LOCAL TIME: 11/03/20 2:00 pm

9. ISSUED BY CODE SPM300
Defense Supply Center Philadelphia
Directorate of Subsistence, Bldg. 6
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: Mail/Handcarry/Transmit Offer as specified on page 3

10. THIS ACQUISITON IS
[x] UNRESTRICTED
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] 8(A)
NAICS:
SIZE STANDARD:

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

12. DISCOUNT TERMS: N/A

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING: DOC1
14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [x] RFP

16. DELIVER TO CODE
See Schedule

15. ADMINISTERED BY CODE
SAME AS BLOCK 9

17a. CONTRACTOR/OFFEROR CODE 1NJL6 FACILITY CODE
U.S. Foodservice - Las Vegas
1685 West Cheyenne Avenue
Las Vegas, NV 89032
702-636-3285
TELEPHONE NO. Fax: 702-636-3823

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
DFAS Columbus Center
DFAS-CO-BVD (SL4701)
P.O. Box 369031
Columbus, OH 43218

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
	Full Line Food Distribution See "Schedule of Items" Contract Performance Base Year: 05 Sept 2005 - 03 Sept 2006 Base Year plus Four (4) Option Years = $11,500,000.00				

(Use Reverse and/or Attach Additional Sheets as Necessary)

26. ACCOUNTING AND APPROPRIATION DATA
97X4930.5CBX.001 ESTIMATED 20 & MINIMUM $460,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] 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 1 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. 04-R-0345 OFFER DATED 09/30/2004. 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
Jeremy White

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

30b. NAME AND TITLE OF SIGNER (Type or print): Jeremy White, Mgr of Nat'l Accts
30c. DATE SIGNED: 6-22-05
31b. NAME OF CONTRACTING OFFICER (Type or print): Maureen Steffani
31c. DATE SIGNED: 6/22/05

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

U.S. FOODSERVICE – LAS VEGAS, NEVADA

The following amendments are hereby incorporated as part of this contract:

- Amendment 0001 dated 10/06/04
- Amendment 0002 dated 10/07/04
- Amendment 0003 dated 11/03/04
- Amendment 0004 dated 11/04/04
- Amendment 0005 dated 11/18/04

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

The Technical and Business Proposals dated November 2004. All elements of the Technical and Business Proposals which exceeded the Government's requirements are hereby incorporated into this contract.

The following represents a brief summary of the contract's terms and conditions, including but not limited to the identified contractor's enhancements.

SUPPLIES OR SERVICES AND PRICES

- ITEMS: Total Food and Beverage Support for DOD and Non-DOD customers, Not included in this contract: Fresh Fruit and Vegetables, Fresh Milk and Fresh Bread and Bakery Products and "branded" Bag in Box Soda, however; the Government reserves the right to add these items and other non-food items in the future.

- DELIVERY: Delivery shall occur no more than 48 hours after order placement – "Skip Day," or an alternative delivery period as specified by the customer.

- PROPOSED FILL RATE: 98.5% Without Substitutions

- CONTRACT TERM: One (1) year Base Term with Four (4) One year options: Base Term: Sept. 11, 2005 through Sept. 03, 2006.

- CONTRACT TYPE: Indefinite Quantity Contract – Firm Fixed Price

This contract contains a guaranteed minimum of 20% of the estimated dollar value. The estimated dollar value of the base term of the contract is $2.3 million. 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 an alternate maximum ceiling of 175% of the estimated dollar value.

To the extent that customers do not meet the estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business equivalent to the percentage of unused business.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

- **PRICING: Firm Fixed Rate**

  All pricing will be firm at time of order provided that delivery is requested within the time-frame of six days starting the day after the order is placed. If delivery is not requested until after this time-frame, pricing will be as of the delivery date or time of receipt.

  All Unit Prices shall be formulated in accordance with Clause 52.212-4(t). The Unit Price is calculated by adding the "Delivered Price" and the "Distribution Price."

  Delivered Prices will be updated weekly and will be effective from Monday through Sunday.

  If the Government decides to invoke the options, the contractor will be given the opportunity to reduce the distribution price percentage increases based upon the declining market trends of the economy.

The following services offered by U.S. Foodservice – Las Vegas exceed solicitation requirements and are incorporated into the contract:

- Proposed Fill Rate: 98.5 % without substitutions.

- To ensure orders are filled accurately: Dedicated staff runs daily, weekly, and period ending reports to ensure that the catalog, deliveries, and pricing are consistent with the requirements of the contract. This staff is in regular contact with customers to ensure order accuracy and handle surge requirements.

- Dedicated staff is available to customers in the event that product or delivery issue arises. Staff conducts meetings with customers to address any issues regarding deliveries, product specifications, and inventory.

- Participation in Annual Food Shows. Offeror will pass all food show discounts and NAPA allowances negotiated by DSCP to the customers. These discounts will be implemented via a deviated unit price in STORES and reflected on the vendor's invoice.

- Offeror will work with any ordering activity that needs an item not in their current inventory.

- Dedicated Customer Service Representative, dedicated driver, and dedicated Accounts Coordinator – Military.

- **No charge** for breaking cases on all items in stock as long as the product integrity is intact.

- Non-availability of stock – Customers are contacted if there is an anticipated or announced delay of a product or service via telephone, and immediately follows this up with an e-mail copying the appropriate support staff. Comparable substitutions are discussed with customers. Customers have final acceptance of this substitution.

- Customer Service is available from 0600 – 1700 seven days a week. Delivery is available 6 days a week.

- Acceptance of add-ons and modifications, within reason, on skip day at **no additional charge**. Change to orders must be received by U.S. Foodservice by 4:30 pm on the skip day. Example: If orders are placed on Monday, all changes must be received by U.S. Foodservice by 4:30 pm on Tuesday for delivery on Wednesday.

- Emergency Deliveries – (**No charge**). Emergency orders can be delivered on the same day, when deemed necessary.

- **ORDERING SYSTEM:**

  All customers will utilize the Government's electronic ordering system, STORES WEB.

- **PLACEMENT OF ORDERS:**

  The first order of this contract will take place on September 7, 2005. Orders will be placed with the prime vendor via STORES so that delivery can be made to accommodate a skip day delivery cycle.

- **CUTOFF TIME:**

  Customer orders must be received by U.S. Foodservice – Las Vegas prior to 2:00 pm, two (2) days prior to the required delivery date. Example: Orders placed by 2:00 pm on Monday will be delivered by Wednesday.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

DESCRIPTION/SPECIFICATIONS

Changes to orders must be received by U.S. Foodservice – Las Vegas by 4:30 pm on the skip day. Example: If orders are placed on Monday, all changes must be received by U.S. Foodservice by 4:30 pm on Tuesday for delivery on Wednesday.

PACKAGING, MARKING, AND LABELING

- 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 promulgated there-under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

- Semi-perishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.

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

- All fresh poultry items will be packed in ice packed cartons or gasflush cartons.

- All fresh seafood items will be in ice packed cartons.

- Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of defrosting.

- Standard commercial precautionary markings such as “Keep Frozen”, “Keep Refrigerated”, etc. shall be used on all cases when appropriate to ensure that the carrier and the receiving activity properly handle and store items.

- To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.

- All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, (items not requiring refrigeration, i.e., grocery type items), open dating is preferred, but code dating is acceptable. CONTRACTORS THAT DO NOT USE OPEN CALENDAR DATING SHALL PROVIDE A PRODUCT CODE NUMBER KEY TO THE ACCOUNT MANAGER AND EACH CUSTOMER FACILITY ON OR BEFORE THE FIRST DELIVERY. It is highly recommended that the prime vendor review this book on a quarterly basis.

  Shelf stable products, such as UHT milk, must have readable, open code (calendar dates) clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

- Products for individual customers/dining facilities shall be palletized and segregated.

- Vendor will visit facilities prior to first delivery to determine specific delivery challenges and solutions, i.e., drop gates for off-loading, truck size limitations, etc.

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, or the food service advisor/officer, or the DSCP Contracting Officer.

- All deliveries are subject to military veterinary inspection including inspection of delivery vehicles for cleanliness and condition.

- The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

- Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

DELIVERIES AND PERFORMANCE

- **FOB TERMS:** FOB Destination

- **Place of Performance:**

  U.S. Foodservice – Las Vegas
  1685 West Cheyenne Avenue
  Las Vegas, NV 89032

- The shipping point designated for performance of this contract is the same as the plant location identified above.

- Add-ons or cancellations to an existing order may be made up until 4:30 pm, the day prior to scheduled delivery.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

DELIVERY SCHEDULE

INSTALLATION	TIME OF DELIVERY	FREQUENCY
1) Mountain View Inn 5940 Swaab Blvd Bldg #567 Nellis AFB, NV 89191 Ship to DODAAC: FT9036 POC: SSGT Vikram Sachan 702-652-2501	7:00 AM – 11:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
2) Crosswinds Inn 4551 Ellsworth Bldg #790 Nellis AFB, NV 89191 Ship to DODAAC: FT9037 POC: SSGT Dawn Brown 702-652-6743	7:00 AM – 11:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
3) Red Horse Inn Area II Bldg #10206 5250 Fairchild Avenue Nellis AFB, NV 89190 Ship to DODAAC: FT9038 POC: Airman Michael Thomas 702-652-1504	6:00 AM – 10:00 AM	3 deliveries per week Monday, Wed, Friday (loading dock)
4) Flight Kitchen 4447 Tyndall Ave Bldg #294 Nellis AFB, NV 89191 Ship to DODAAC: FT9104 POC: SSGT Cassie Piche 702-652-5112	9:00 AM – 1:00 PM	3 deliveries per week Monday, Wed, Friday (loading dock)

U.S. FOODSERVICE – LAS VEGAS, NEVADA

DELIVERY SCHEDULE (Cont'd):

INSTALLATION	TIME OF DELIVERY	FREQUENCY
5) Indian Springs CABACO Bldg #71 P.O. Box 569 Indian Springs, NV 89018 Ship to DODAAC: FT9039 POC: Carnel Robinson 702-652-0239	6:00 AM – 11:00 PM	3 deliveries per week Monday, Wed, Friday (no loading dock)
6) Mike O' Callahan Federal Hospital 4700 Las Vegas Blvd. North Bldg 1300 Nellis AFB, NV 89191 Ship to DODAAC: FT4852 POC: SSGT Arlyn Ramos 702-653-2908	6:00 AM – 10:00 PM	6 deliveries per week Monday, Wed, Friday (loading dock)
7) Youth Center Bldg 2999 110 Stafford Nellis AFB, NV 89191 Ship to DODAAC: FT9413 POC: Shirley Fitch 702-652-9307	7:00 AM – 12:00 PM	3 deliveries per week Monday, Wed, Friday (no loading dock)

U.S. FOODSERVICE – LAS VEGAS, NEVADA

DELIVERY SCHEDULE (Cont'd):

INSTALLATION	TIME OF DELIVERY	FREQUENCY
9) Child Development Center I Bldg 601 5690 Rickenbacker Drive Nellis AFB, NV 89191 Ship to DODAAC: FT9414 POC: Shirley Fitch 702-652-4241	7:30 AM – 12:30 PM	3 deliveries per week Monday, Wed, Friday (no loading dock)
10) Child Development Center II Bldg 600 4207 Duffer Drive Nellis AFB, NV 89191 Ship to DODAAC: FT9415 POC: Shirley Fitch 702-652-4958	7:00 AM – 11:00 AM	3 deliveries per week Monday, Wed, Friday (no loading dock)

HOLIDAYS

All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. When a scheduled delivery day falls on one of these days, or one designated by your form, delivery should occur on the next business day, unless otherwise agreed to by the customer.

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

Note: Saturday holidays are celebrated on the proceeding Friday; Sunday holidays are celebrated on the following Monday.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

CONTRACT ADMINISTRATION DATA

ADMINISTRATION:

- Administration of the contract will be performed by DSCP Philadelphia. The customer will perform administration of the delivery orders.

- Socioeconomic Considerations: Alliant Foodservice's goal for subcontracting to Small Business – 21% , to Small Disadvantaged Business – 7%, to Women Owned Small Business – 5%, to Veteran Owned Business – 3%, to HUB Zone Small Business – 3%, and to Small Disadvantaged Veteran Owned Business – 3%.

- The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by U. S. Foodservice is accepted. The plan is incorporated into this contract. DCMA Santa Ana is assigned all administrative duties associated with the Small Business and Small Disadvantaged Business Subcontracting Plan as provided under Clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".

The approved subcontracting plan is listed in attachment 1.

INVOICING:

- Each shipment shall be accompanied by three (3) copies of the invoice (an original plus two (2) copies). The receiving official should retain a copy of the invoice at the customer's location. The original invoice shall be returned to the prime vendor.

- Invoices will be electronically transmitted to the Defense Finance and Account Service (DFAS) in Columbus, Ohio, for payment via the appropriate EDI transaction set. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by the Prime Vendor must be "CLEAN," i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

  Invoice transactions may be submitted to DSCP 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 which do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission. The same invoice cannot be submitted with different dollar amounts.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

- The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

  DFAS-Columbus Center
  Attn: DFAS-BVD (SL4701)
  P.O. Box 369031
  Columbus, OH 43218

- 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. Customer DODAAC
  3. Contract line listed in numerical sequence (CLIN order)
  4. Item nomenclature
  5. LSN/NSN/Material Number
  6. Clearly identified and annotated changes on all copies (CLEAN INVOICES MUST BE SUBMITTED)
  7. Quantity purchased per item in DSCP's Unit of Issue
  8. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

U.S. Foodservice – Las Vegas's Point of Contact for Payment Issues:

Ms. Sharon Cawley
Telephone: 702-636-3190
Fax: 702-636-3807

U.S. FOODSERVICE – LAS VEGAS, NEVADA

Small Business, Small Disadvantaged Business,
Women-Owned Small Business, Hubzone Small Business, Veteran-Owned Small Business, Small Disadvantaged Veteran-Owned Small Business
Commercial Subcontracting Plan

Date: February 10, 2005
Contractor: U.S. Foodservice – Las Vegas
Address: 1685 West Cheyenne Avenue
North Las Vegas, NV 89032
Ph: 702-636-3285
Lindsey Cunag, National Acct. Executive

Solicitation No. SPM300-04-R-0345

Item/Service: Full Line Distribution

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by Federal Acquisition Regulation (FAR) 19.702:

1. (a). The following dollar and percentage goals are applicable to the contract awarded under the solicitation cited. (FAR 52.219-9(d)(1), (2))

	Total Sales	Dollar Goals	Percentage Goals
Total Sales	2,300,000		100
To Large Business		1,817,000	79
To Small Business Concerns		483,000	21
To Small Disadvantaged Concerns		161,000	7
To Women Owned Small Business Concerns		115,000	5
To Veteran Owned Small Business Concerns		69,000	3
To Hubzone Small Business Concerns		69,000	3
To Sm. Disadvantaged Veteran Owned Small Business Concerns		69,000	3

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2. The following is a description of the principal types of supplies and/or services that will be subcontracted under this contract, and the distribution among Small, Small Disadvantaged, Hubzone, and Minority Business Concerns.

A. Products and services to be Subcontracted:

Product Category	SM Business	SM Disadvantaged	Hub/Minority
Fresh/Frozen Poultry			X
Dairy		X	
Soda, Cocoa, Coffee/Tea	X		
Frozen Entrees, Soups, Appetizers			X
Fresh/Frozen Meat	X		
Frozen Vegetables	X		

The only "subcontracting" available to the Contractor is the purchase by the Contractor of the products to be distributed to the facilities under this contract. Such purchases are made without any formal bidding procedures, and for the most part, without written agreements. The Contractor agrees to use reasonable, good faith efforts to meet the goals for subcontracting (from suppliers) set forth above through identifying, documenting, and utilizing small business concerns, small disadvantaged business concerns, and women-owned small business concerns to supply all types of products to be distributed by the Contractor to Nellis AFB and surrounding Area facilities. In large part, however; the vendors that the Contractor uses will be dictated by the ordering choices of the Nellis AFB and surrounding Area facilities.

3. The following method was used in developing the subcontracting goals: (FAR 52.219-9(d)(4)). The goals are based upon the previous years purchasing history.

B. The following individual will administer the subcontracting program: (FAR 52.219-9(d)(7))

Name: Joyce Bond
Address: 1685 West Cheyenne Avenue
North Las Vegas, NV 89032
Title: National Account Executive
Phone: 702-636-3285
Fax: 702-636-3824
E-Mail: Joyce.Bond@usfood.com

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This individual's specific duties, as they relate to the firm's subcontracting program, are as follows: (FAR 52.219-9(d)(7)).

General overall responsibility of SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, and SMALL DISADVANTAGED VETERAN OWNED SMALL BUSINESS Subcontracting Plan and the monitoring of performance relative to the contractual subcontracting requirements contained in this plan, including, but are not limited to:

a. SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS, SMALL DISADVANTAGED VETERAN OWNED SMALL BUSINESS concerns from which products may be purchased.

b. Developing business with small, small disadvantaged and women-owned small business concerns for products or services which they are capable of providing.

c. Ensuring the establishment and maintenance of records of subcontract activity.

d. Attending or arranging for attendance of Company representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.

e. Monitoring attainment of proposed goals.

f. Preparing and submitting periodic subcontracting reports required.

g. Coordinating Contractor's activities during any compliance reviews by federal agencies.

h. Coordinating Contractor's activities involving its small, small disadvantaged and woman-owned small business subcontracting program.

4. The following efforts will be taken to assure that small, small-disadvantaged, and small woman-owned business concerns will have an equitable opportunity to compete for subcontracts:

(a) The Contractor will mentor small, small woman-owned, and small disadvantaged firms on how to do business by demonstrating how to pack, size, develop, and ship the product required.

(b) The Contractor will provide additional help to those subcontractors where required in assisting them in competing for available subcontracts.

5. The Contractor agrees that the clause entitled "Utilization of Small, Small Disadvantaged, and Woman-Owned Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities and all subcontractors (except small business concerns) who receive subcontracts of $500,000 or more will be required to adopt and comply with a subcontracting plan similar to this one.

U.S. FOODSERVICE – LAS VEGAS, NEVADA

6. The Contractor agrees to (i) cooperate in any studies or surveys as may be required, (ii) submit period reports in order to allow the Government to determine the extent of compliance with the subcontracting plan, and (iii) submit SF294 and SF295 reports twice yearly.

7. The Contractor agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):

(i) Source lists, guides, and other data that identify small, small disadvantaged, or woman-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or woman-owned small business concerns.

(iii) Records of any outreach efforts to contact:

(a) trade associations,
(b) business development organizations, and
(c) conferences and trade fairs to locate small, small disadvantaged, and woman-owned small business concerns

(iv) Records will be maintained where applicable of any subcontract solicitation resulting in an award of more than $100,000 indicating:

(a) whether small business concerns were solicited and if not, why not;
(b) whether small disadvantaged business concerns were solicited and if not, why not;
(c) whether woman-owned small business concerns were solicited and if not, why not;
(d) if applicable, the reason award was not made to a small business concern

(v) Records of internal guidance and encouragement provided to buyers through:

(a) workshops, seminars, training, etc, and;
(b) monitoring performance to evaluate compliance with the program's requirements

(vi) On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor

The effective period of this subcontracting plan is from the date of the award of the contract to this Contractor under the solicitation cited above through the termination date of such contract.