SOLICITATION/CONTRACT/OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. SPE300-14-D-3030
3. AWARD/EFFECTIVE DATE 2014 Aug 19
4. ORDER NUMBER
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
   a. NAME
   b. TELEPHONE NUMBER (Include contact cell)
   c. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
   DLA TROOP SUPPORT
   DIRECTORATE OF SUBSISTENCE
   700 ROBINSON AVENUE
   PHILADELPHIA PA 19111-5096
   USA
   Local Admin: Kelly Parker PEPCSF Tel: 215-737-2104 Fax: 215-737-7194
   Email: KELLY-PARKER@DLA.MIL

10. THIS ACQUISITION IS
   a. SMALL BUSINESS
   b. HUBZONE SMALL BUSINESS
   c. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
   d. SBA 8(a) SIZE STANDARD
   e. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
   f. EDWOSB
   g. NAICS:

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

12. DISCOUNT TERMS
   Net 30 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
   a. IFB
   b. RFQ
   c. RFP

14. METHOD OF SOLICITATION
   a. RFQ
   b. IFB
   c. RFP

15. DELIVER TO
   a. CODE
   b. NAME
   c. ADDRESS

17a. CONTRACTOR/ CODE 4MF10
     OFFEROR
     SYSCO RALEIGH, LLC DBA SYSCO FOOD SERVICES OF RALEIGH
     1032 BAUGH RD
     SELMA NC 27576-9105
     USA
     TELEPHONE NO. 9197557423

18a. PAYMENT WILL BE MADE BY
     a. CODE 34701
     DEF FIN AND ACCOUNTING SVC
     BSM
     P O BOX 369031
     COLUMBUS OH 43238-9031
     USA

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

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 Gov't Use Only)
   $281,290,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA ARE
     NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE
     NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO
    FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ANY ADDITIONAL SHEETS SUBJECT TO
    THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REFER TO STANDARD FORM 1449 (REV. 2/2012)

   a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
   b. NAME AND TITLE OF SIGNER (Type or Print)
   c. DATE SIGNED

Authorized for local reproduction
Previous Edition is not usable

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.121
|-------------|-----------------------------------|--------------|----------|----------------|-----------|

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL

37. CHECK NUMBER

38. SIR ACCOUNT NO.

38a. SIR 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

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK
Block 10 - The following changes are included:

X - UNRESTRICTED
NAICS: 311999
SIZE STANDARD: 100

Block 26 - The maximum ceiling will be 225% of the estimated dollar value of the Contract Term (up to five (5) years) or $281,250,000.00.
Form

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-13-R-0047 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0016

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

The Non-Price Proposal and Price Proposal. All elements of the Non-Price and Price Proposals which exceeded the government’s requirements are hereby incorporated into this contract.

Proposal Revisions dated May 2014 – July 2014

Final Proposal Revisions dated 2 July 2014

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This solicitation is for total food and beverage support for garrison foodservice feeding. The successful Contractor shall provide full-line food service items, such as, but not limited to, canned items, fresh milk, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and nonfood Food Service Operating Supplies. Currently, fresh bread/bakery items do not have stated requirements within this solicitation, but they are within the scope of this procurement and the Contractor may be required to provide them during the course of contract performance.

FOB TERMS: FOB Destination for all the items.

FILL RATE: The required overall contract purchase order fill rate is **98.5%** for non-catch-weight and catch-weight items.

CONTRACT TERM: The total duration of this contract, including the exercise of any options, shall not exceed 5 years (Note: There will be a 47 day start-up/implementation period upon award followed by a twenty two (22) month performance period, one (1) twelve (12) month option period and one (1) twenty four (24) month option period).

The effective date of this award is 19 August 2014. The first order will take place 5 October 2014 and will continue for a period until 6 August 2016.


Award Date: 19 August 2014
Implementation Period: 47 Days
Base Period First Order day – 5 October 2014
Base Period First Delivery day – 6 October 2014
Option Period One (1) – 7 August 2016 to 5 August 2017
Option Period Two (2) – 6 August 2017 to 3 August 2019

The estimated dollar value of the Base Period of the contract (5 October 2014- 6 August 2016) is $50,000,000.00.

The total estimated dollar value for this acquisition with two options if exercised is $125,000,000.00.

The base contract contains a guaranteed minimum of $12,500,000.00.

The guaranteed minimums for each option period, if exercised, are as follows:

Option 1 – $6,250,000.00
Option 2 – $12,500,000.00

The maximum ceiling will be 225% of the estimated dollar value of the Contract Term (up to five (5) years) or $281,250,000.00.

CONTINUED ON NEXT PAGE
PRICING: Fixed Price with Economic Price Adjustment (EPA)

Pricing is pursuant to the following:

52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL ECONOMIC PRICE ADJUSTMENT (EPA) – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTINUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII (APR 2014)

All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, as offered in Final Proposal Revisions dated 2 July 2014. Price changes under the EPA clause shall be effective in accordance with the provisions of the EPA clause. All Ordering Catalog Contract Unit Prices in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price at time of each order regardless of any changes in the Contract Unit Price resulting from application of the EPA clause that occur in any subsequent Ordering Week.

All pricing definitions are pursuant to 52.216-9064 and sections I.8. REBATES/DISCOUNTS AND PRICE RELATED PROVISIONS and I.9. CONTRACTOR PRICING – CONUS in the Statement of Work of the solicitation. These definitions supersede all definitions and/or exceptions listed in the awardee’s proposal.

SECTION C – DESCRIPTIONS / SPECIFICATIONS

Under this contract, all customers are required to electronically submit every order through the Government’s Subsistence Total Order and Receipt Electronic System (STORES).

Orders shall be submitted by the customer by 2:00 p.m. for skip-day deliveries.

SECTION D – PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labelling 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. The Contractor shall be responsible for abiding to any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

SECTION E – INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer.

SECTION F – PLACE OF PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

Sysco Raleigh
1032 Baugh Road
Selma, NC 27576-9105

SECTION H – CONTRACT ADMINISTRATION DATA

Administration of the contract will be performed by the Defense Logistics Agency (DLA) Troop Support.

SECTION 1 – 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 COLUMBUS CENTER
DFAS/CO-SEPS
P.O. BOX 182317
COLUMBUS, OH 43218-6260

CONTINUED ON NEXT PAGE
Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

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).

SECTION J – UPDATED CLAUSES/PROVISIONS (FULL TEXT)

N/A

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

DISTRIBUTION CATEGORIES AND PRICING

CONTINUED ON NEXT PAGE
Part 12 Clauses

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

Attachments

List of Attachments

<table>
<thead>
<tr>
<th>Description</th>
<th>File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACH.Signed</td>
<td>signed copy 1449.pdf</td>
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<tr>
<td>Bilateral 1449</td>
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