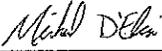


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000008227	PAGE 1 OF 8
2. CONTRACT NO. SPE300-15-D-3114	3. AWARD/EFFECTIVE DATE 2014 NOV 07	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0079	6. SOLICITATION ISSUE DATE 2013 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: Darryl Wilson PSPTAAG Tel: 215-737-3680 Fax: 215-737-7194 Email: DARRYL.WILSON@DLA.MIL		CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8 (A) SIZE STANDARD: <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY SEE BLOCK 9 Critical: PAS: None		
17a. CONTRACTOR/ OFFEROR SYSCO USA I, INC DBA SYSCO CENTRAL TEXAS 1260 SCHWAB RD NEW BRAUNFELS TX 78132-5155 USA TELEPHONE NO. 8307301128		CODE 6W4C8	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	See Schedule				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$22,770,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPM30013R0079 OFFER DATED 2013-Jun-19. 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) Michael D'Elia MICHAEL.DELIA@DLA.MIL PSPTA87		31c. DATE SIGNED 2014 NOV 07

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

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

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YYMM/DD*)

42d. TOTAL CONTAINERS

On Form 1449, Page 1, the following apply:

Block #6 - 12 April 2013

Block #8 - 21 May 2013, 2:00PM Philadelphia Time

Block #10 - NAICS: 424410, size standard; 500

Block #12 - N/A

Block #20, Schedule of Supplies/Services:

Full Line Food Service for customers in Central Texas area

24 Month Base Period (53 day implementation period and 22 month performance period)

Maximum Dollar Value of the contract is \$150% or \$90,000,000.00

Block #25 - 97X4930 5CBX 001 2620 S33189, (25% Minimum \$5,692,500.00)

CONTINUED ON NEXT PAGE

Form

Central Texas 1449

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-13-R-0079 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0013.

The following documents from the vendor's offer, which took no exception to the terms and conditions of Solicitation SPM300-13-R-0079, 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;

Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service Disable Veteran Owned, Women Owned and HubZone Small Business Subcontracting Plan;

Proposal Revisions dated July 2014 – October 2014;

Final Proposal Revisions dated 31 October 2014.

SECTION B – SUPPLIES/SERVICE AND PRICE

ITEMS: This award is for total food and beverage support for garrison foodservice feeding. Items shall include, but are not limited to canned items, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood, frozen poultry, ice cream, eggs and other dairy products.

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: Contract Term will be for up to 58 months and 53 days, consisting of an Implementation Period of up to 53 days, a 22-month Base Performance Period, a 12-month Option Period, and a 24-month Option Period.

The effective date of this award is 07 November 2014. The first order will take place on 30 December 2014 and will continue for a period of until 05 November 2016.

In the event that the government invokes the options; Option Period One would begin on 06 November 2016 and conclude on 04 November 2017. Option Period Two would begin on 05 November 2017 and conclude on 09 November 2019.

CONTINUED ON NEXT PAGE

CONTRACT TYPE: Indefinite Delivery, Indefinite Quantity Contract – Fixed Price with Economic Price Adjustment (EPA)

The total estimated dollar value for this acquisition is \$60,000,000.00.

The estimated dollar value of the Base Period of the contract is \$22,770,000.00. This contract contains a base period guaranteed minimum of 25% of the estimated base period dollar value or \$5,692,500.00. The maximum ceiling will be 150% of the estimated dollar value of the Contract Term including options or \$90,000,000.00.

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period	\$5,692,500.00	\$22,770,000.00	-
Option 1	\$3,102,500.00	\$12,410,000.00	-
Option 2	\$6,205,000.00	\$24,820,000.00	-
Total	\$15,000,000.00	\$60,000,000.00	\$90,000,000.00

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 31 October 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.

SECTION C – DESCRIPTIONS / SPECIFICATIONS

CONTINUED ON NEXT PAGE

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, other than Emergency Orders or orders for Special Order items, shall be delivered on a "skip day" basis (the 2nd day thereafter) , at a minimum, e.g. Monday orders shall be delivered no later than Wednesday.

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. 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. 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 identity, 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 Central Texas, Inc.
1260 Schwab Rd.
New Braunfels, Texas 78132

SECTION G – DELIVERY SCHEDULES

See attached Delivery Schedule

SECTION H – CONTRACT ADMINISTRATION DATA

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

CONTINUED ON NEXT PAGE

SECTION I – 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

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 – DISTRIBUTION CATEGORIES AND PRICING

See attached Distribution Categories and Pricing

SECTION K – CONTRACT ATTACHMENTS

Attachment 1: Central Texas Area Delivery Schedule

Attachment 2: Distribution Categories and Pricing for Base and Option Periods

Part 12 Clauses

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

Attachments**List of Attachments**

Description	File Name
ATTACH.Central Texas	13-R-0079 Delivery

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE300-15-D-3114

PAGE 8 OF 8 PAGES

Area Delivery Schedule	Schedule.pdf
ATTACH. Distribution CAT and Pricing	13-R-0079 Distribution Categories and Pricing.pdf