

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

1. REQUISITION NUMBER
100008225

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2. CONTRACT NO.
8PE300-15-D-3128

3. AWARD/EFFECTIVE DATE
2015 JAN 29

4. ORDER NUMBER

6. SOLICITATION NUMBER
8PM300-13-R-0077

8. SOLICITATION ISSUE DATE
2013 FEB 16

7. FOR SOLICITATION INFORMATION CALL:

5. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
 CODE 8PE300
 DLA TROOP SUPPORT
 DIRECTORATE OF ASSISTANCE
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-6099
 USA
 Local Admin: Tien Nguyen P8PTAB8 Tel: 215-737-3999 Fax: 215-737-7184
 Email: TIEN.NGVYEN@DLA.MIL

10. THIS ACQUISITION IS
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 UNRESTRICTED OR SET ASIDE: _____ % FOR:
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB NAICS: 311812
 8 (A) SIZE STANDARD:

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

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

16. DELIVER TO
 CODE
 SEE SCHEDULE

18. ADMINISTERED BY
 CODE 8PE300
 SEE BLOCK 8
 Country: PAN Home

17a. CONTRACTOR/ OFFEROR
 CODE 41006 FACILITY CODE
 US FOODS, INC. DBA
 PHOENIX
 4860 W BUCKEYE RD
 PHOENIX AZ 85043-4907
 USA
 TELEPHONE NO. 8477202722

18a. PAYMENT WILL BE MADE BY
 CODE 6L4701
 DEF FIN AND ACCOUNTING SVC
 BSM
 P O BOX 182317
 COLUMBUS OH 43218-2317
 USA

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
	See Schedule				


25. ACCOUNTING AND APPROPRIATION DATA

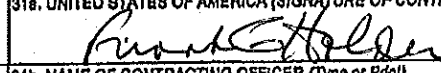
26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$11,405,850.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4. FAR 62.212-5 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

29. AWARD OF CONTRACT: REF. 8PE300130077 OFFER DATED 2014-05-19, YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

 30b. NAME AND TITLE OF SIGNER (Type or Print)
 THOMAS M. KERZ
 DIVISION PRESIDENT
 30c. DATE SIGNED
 1-28-15

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

 31b. NAME OF CONTRACTING OFFICER (Type or Print)
 FRANK G. HOLDER
 31c. DATE SIGNED
 1/29/15

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 RECD (YY/MM/DD) 42d. TOTAL CONTAINERS

On Form 1449, Page 1, the following apply:

Block #6, Solicitation Issue Date is changed to read 12 April 2013

Block #20, Schedule of Supplies/Services:

Full Line Food Service for customers in Arizona area

22 Month, 52 Day Base Period (52 day implementation period), one 12-month Option Period, and one 24-month Option Period.

Maximum Dollar Value of the contract is 150% of \$46,859,081.00

Block #25, Accounting and Appropriation Data: 97X4930 5CBX 001 2620 833189, (25% Minimum \$3,181,750.00)

DLAD 52.247-9034 does not apply to this contract.

CONTINUED ON NEXT PAGE

Form

attachments

SECTION A – SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPM300-13-R-0077 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0012 and Amendment 0018 through Amendment 0020

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

The Non-Price Proposal and Price Proposal, which took no exception to the terms and conditions of the solicitation, are incorporated into the contract. All elements of the Non-Price and Price Proposals which exceeded the government's requirements are hereby incorporated into this contract.

Small, Small Disadvantaged, Small Disadvantaged Veteran-Owned, Veteran Owned, Service Disable Veteran Owned, Women Owned and Hub Zone Small Business Subcontracting Plan dated July 29, 2013 is hereby incorporated into this contract.

Proposal Revisions dated July 2014 – November 2014

Final Proposal Revisions dated 21 November 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 unless otherwise specifically stated.

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 52 days, consisting of an Implementation Period of up to 52 days, a 22-month Base Performance Period, and a one 12- month Option Period, and one 24-month Option Period.

The effective date of this award is 29 January 2015. The first order will take place on 23 March 2015 and will continue for a period of until 21 January 2017.

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In the event that the government invokes the options; the option period one would begin on 22 January 2017 and Conclude on 20 January 2018. The option period two would begin on 21 January 2018 and Conclude on 18 January 2020.

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

The total estimated dollar value for this acquisition is \$33,553,416.00.

The estimated dollar value of the Base Period of the contract is \$12,727,158.00. This contract contains a base period guaranteed minimum of 25% of the estimated base period dollar value or \$3,181,790.00. The maximum ceiling will be 150% of the estimated dollar value of the Contract Term including options or \$46,859,081.00.

	Guaranteed Minimum	Estimated Contract Value	Contract Maximum
Base Period	\$3,181,790.00	\$12,727,158.00	-
Option 1	\$1,736,622.00	\$8,942,086.00	-
Option 2	\$3,471,043.00	\$13,884,172.00	-
Total	\$8,388,354.00	\$33,553,416.00	\$46,859,081.00

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 21 November 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:

U.S. Foods Phoenix Division
4650 W. Buckeye Rd.
Phoenix, AZ 85043

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.

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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 - CLAUSES/PROVISIONS (FULL TEXT)**FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

The Government may extend the term of this contract by written notice to the Contractor within 3 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (Note: There will be a fifty (52)-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).

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

(a) For Defense Contract Management Agency (DCMA) administered orders to include DCMA Americas, Canada: The Contractor shall contact the transportation officer at the administering DCMA location. To obtain the applicable Government shipping document/instructions, 7 days prior to shipment availability, the Contractor shall use the Shipping Instructions Request (SIR) web-based eTool application available through the DCMA's website <http://www.DCMA.mil> at <http://www.dema.mil/tcso/cb/SIR/index.cfm>.

(b) For DCMA International outside contiguous United States (CONUS) administered orders (excluding DCMA Americas, Canada): The Contractor shall either use Department of Defense (DD) Form 1659 or the DCMA SIR eTool as directed by the DCMA International Transportation Office.

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(1) An electronic version of the DD Form 1859 can be accessed at: <http://www.dllo.mil/whs/directives/infomg/forms/eforms/dd1859.pdf> or may be obtained from the responsible DCMA International Contract Administration Office (CAO) Transportation Office.

(c) For Defense Logistics Agency (DLA) administered orders: The Contractor shall contact the DLA Distribution Supply Chain Transportation Office Helpdesk for shipping instructions at 1-800-458-5507 or via e-mail to delivery@dlia.mil (preferred). The DLA Distribution's operating hours are Monday through Friday, 8:00 a.m. to 5:30 p.m. eastern standard time, excluding holidays. The DLA Vendor Shipment Module (VSM), previously known as the Distribution Planning and Management System (DPMS), available at <https://vsm.distribution.dla.mil>, may be used to obtain transportation instructions in lieu of contacting the transportation office.

SECTION K – DISTRIBUTION CATEGORIES AND PRICING

See attached Distribution Categories and Pricing

CONTRACT DOCUMENTS, EXHIBITS, REFERENCES & OTHER ATTACHMENTS

Attachment 1: Distribution Categories and Pricing for Base and Option Period

Attachment 2: Arizona Area Delivery Schedule

Attachment 3: Amendment 0018

Attachment 4: Amendment 0019

Attachment 5: Amendment 0020

Part 12 Clauses

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

Attachments

List of Attachments

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:
SPE300-16-D-3128

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Description	File Name
ATTACH.	Attachement 2 - Delivary Schedule - Arizona.pdf
ATTACH.	Attachment 1 - US Foods AZ - Distribution Prices.pdf
ATTACH.	Attachment 3 - Amendment 18.pdf
ATTACH.	Attachment 4 - Amendment 0019.pdf
ATTACH.	Attachment 5 - Amendment 0020.pdf