

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 100008215	PAGE 1 OF 11
2. CONTRACT NO. SPE300-14-D-3000	3. AWARD/EFFECTIVE DATE 2014 MAR 07	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0073	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: Sean Gemmell PSPTAA8 Tel: 215-737-4469 Fax: 215-737-7194 Email: SEAN.GEMMELL@DLA.MIL			CODE	SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
15. DELIVER TO SEE SCHEDULE			CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
17a. CONTRACTOR/ OFFEROR SYSCO CENTRAL FLORIDA, INC. SYSCO 200 W STORY RD OCOE FL 34761-3004 USA TELEPHONE NO. 4078771457			CODE	0YK55	FACILITY CODE
16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None			CODE	SPE300	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA
<input type="checkbox"/> 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. <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	See Schedule				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$17,500,000.00	
<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 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 type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPM30013R0073 OFFER DATED 2014-Jan-03 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) <i>Sean Gemmell</i>		
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED
			Sean Gemmell SEAN.GEMMELL@DLA.MIL PSPTAA8		2014 MAR 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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )
		42d. TOTAL CONTAINERS

## Indefinite Delivery, Indefinite Quantity Contract - Fixed Price with Economic Price Adjustment (EPA)

The total estimated dollar value for this acquisition is \$17,500,000.00. The estimated dollar value for the up to twenty-four (24) month base period is \$7,000,000.00. The estimated dollar value for the twelve (12) month option period one (1) is \$3,500,000.00 and the estimated dollar value for the twenty-four month (24) month option period two (2) is \$7,000,000.00. The estimated dollar values are based upon actual usage/sales data. The guaranteed minimum is 25% of the base period estimated dollar value, or \$1,750,000.00, for the base contract period. The guaranteed minimum for option period one (1), if invoked, is \$875,000.00, or 25% of the estimated dollar value for the period. The guaranteed minimum for option period two is \$1,750,000.00, or 25% of the estimated dollar value for the period. The contract maximum ceiling is 225% of the total estimated dollar value, or \$39,375,000.00, inclusive of option periods. This acquisition contains military surge and sustainment requirements as verified by the Subsistence Strategic Material Sourcing Group.

Block 6 of SF 1449 should read 04/24/2013.

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**Form****SOLICITATION/CONTRACT FORM**

The following amendments issued under Solicitation SPM300-13-R-0073 are hereby incorporated as part of this contract:

Amendment 0001 through Amendment 0007

The vendor's final offer, including the following documents, is hereby incorporated into this contract.

The Non-Price Proposal and Price Proposal dated 18 July 2013. 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

Proposal Revisions dated November 2013 – January 2014

Final Proposal Revisions dated 03 January 2014

**SUPPLIES/SERVICE AND PRICE**

**ITEMS:** This award is for total food and beverage support for garrison foodservice feeding. The Contractor shall provide a full-line of food and beverage items required for garrison feeding for DoD and non DoD customers, such as but 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. Currently, fresh fruits and vegetables, fresh milk, fresh bread/bakery and Food Service Operating Supplies (FSOS) do not have stated requirements, but they are within the scope of this contract. Also, distribution prices for these categories have been established and the government reserves the right to add these classes of food and non-food items after award.

**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.

**SUBCONTRACTING GOAL:** Small Business goal is 20% for the Base Period and Option Periods.

**CONTRACT TERM:** Contract Term is one 23-month base period, one 12-month option period and one 24-month option period.

The effective date of this award is 7 March 2014 and will continue for a period of 23 months thereafter until 12 March 2016. The first delivery under this contract will take place on Tuesday, April 8, 2014.

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

The total estimated dollar value for this acquisition is \$17,500,000.00. The estimated dollar value for the up to twenty-four (24) month base period is \$7,000,000.00. The estimated dollar value for the twelve (12) month option period one (1) is \$3,500,000.00 and the estimated dollar value for the twenty-four month (24) month option period two (2) is \$7,000,000.00. The estimated dollar values are based upon actual usage/sales data. The guaranteed minimum is 25% of the base period estimated dollar value, or \$1,750,000.00, for the base contract period. The guaranteed minimum for option period one (1), if invoked, is \$875,000.00, or 25% of the estimated dollar value for the period. The guaranteed minimum for option period two is \$1,750,000.00, or 25% of the estimated dollar value for the period. The contract maximum ceiling is 225% of the total estimated dollar value, or \$39,375,000.00, inclusive of option periods. This acquisition contains military surge and sustainment requirements as verified by the Subsistence Strategic Material Sourcing Group.

**PRICING:** Fixed Price with Economic Price Adjustment (EPA)

Pricing is pursuant to the following:

DLAD 52.216-9064 ECONOMIC PRICE ADJUSTMENT (EPA) – ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL – DLA TROOP SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS) (FEB 2013)

**All Ordering Catalog prices shall be fixed and remain unchanged through the contract first order week, as offered in Final Proposal Revisions dated 03 January 2014.** Price changes under the EPA clause shall be effective in accordance with the

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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.

## 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.

Skip-day purchase orders may be revised, i.e. the required quantity for a line-item(s) may be increased, reduced, or cancelled in its entirety (zero amount), by such change made by the customer (by telephone, or receipt-confirmed fax, or email) by 12:00 p.m. (noon), Contractor local time, the day prior to delivery.

### Emergency Orders

Emergency same day orders can be transmitted via STORES or called in manually into customer service until 10:30 AM Monday through Friday. Emergency orders transmitted or called in manually after 10:30 AM Monday through Friday will be applied for next day delivery. Emergency orders can be placed by 10:30AM for same day delivery. If an emergency situation occurs outside regular business hours, the point of contact is Karen Sotkewicz.

## 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.

## 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.

## PLACE OF PERFORMANCE

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

Sysco Central Florida  
200 West Story Road  
Ocoee, Florida 34761

The Contractor shall be required to catalog and supply any item required by customers provided the total order quantity for that product for all contract customers is at a minimum rate of 20 cases per month.

## DELIVERY SCHEDULES

Current customers authorized to order under this contract, and their current respective delivery times, are as follows:

CUSTOMERS/DELIVERY POINTS		
DODAAC	FACILITY	DELIVERIES/REMARKS
W81BR5	CAMP BLANDING	Tuesday and Thursday
	5629 State Road 16 West, Building 5720	Deliver as needed
	Starke, Florida 32091	

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	POC: Thomas Pomerleau	
Z20150	USCG AIR STATION CLEARWATER	Thursday
	15100 Rescue Way	10:00 a.m. - 2:00 p.m.
	Clearwater, Florida 33762	
	POC: Gregory Giles	
FT9401	PATRICK CDC	Friday
	Building 100, 1030 School Avenue	10:00 a.m. - 2:00 p.m.
	Patrick AFB, Florida 32925	
	POC: Tammy Lanham	
FT9014	PATRICK RIVERSIDE DINING	Tuesday & Friday
	404 Tuskegee Road	5:00 a.m. - 2:00 p.m.
	Patrick AFB, Florida 32925	
	POC: Steve Morris	
N62841	NAVAL ORDINANCE PORT CANAVERAL	Monday - Friday
	Building 81701	7:30 a.m. - 4:00 p.m.
	Port Canaveral, Florida 32920	
	POC: Jeffrey Trevathan	
FT9010	MACDILL DINERS REEF	Monday, Wednesday, and Friday
	8118 Hillborough Loop Dr. Building 263	9:00 a.m. - 3:00 p.m.
	Tampa, Florida 33621	
	POC: TSgt. Teron James	
W81YMG	KEY WEST DIVING SCHOOL	Thursday
	Building KW500, Trumbo Point, NAS Key West	5:00 p.m. - 9:00 p.m.
	Key West, FL 33040	
	POC: Scott Gibson	
N00213	NAS KEY WEST	Once per month
	Building A931 Midway Ave, POB 9030	Deliver as needed
	Key West, Florida 33040	
	POC: Kim Clemons	
W81GAJ	HONDURAS TISA	Once per month
	Soto Cano Air Base, Supply Support Activity	
	Soto Cano Air Base, Honduras	
	POC: Plinio Rodriguez	
1542K0	KROME DETENTION CENTER	Wednesday

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	18201 SW 12th Street	8:00 a.m. – 12:00 p.m.
	Miami, Florida 33194	
	POC: Cesar Sierra	
1642TK	PINELLAS JCC	Thursday
	500 22nd Street South	10:00 a.m. - 2:00 p.m.
	Saint Petersburg, Florida 33712	
	POC: Robert Wright	
1642TC/1642TF	HOMESTEAD JOB CORPS CENTER	Wednesday
	12350 SW 285th Street	10:00 a.m. - 2:00 a.m.
	Homestead, Florida 33033	
	POC: Zodi Mercado	
1642SV	MIAMI JOB CORPS	Monday
	3050 NW 183rd Street	6:00 a.m. - 10:00 a.m.
	Miami Gardens, Florida 33179	
	POC: Rachel Benson	

**CONTRACT ADMINISTRATION DATA**

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

The Defense Contract Management Agency (DCMA) will administer Sysco Central Florida’s Subcontracting Program. The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by Sysco Central Florida is incorporated into this contract. The DCMA is assigned all administrative duties associated with the Small Business and Small Disadvantaged Subcontracting Plan as provided under Clause 52.219-9 “Small Business Subcontracting Plan.”

**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).

**UPDATED CLAUSES/PROVISIONS (FULL TEXT)**

**FAR 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

\_\_\_ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

\_\_\_ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (July 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

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- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under

the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
    \_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
- (xii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**52.201-9001 CONTRACTING OFFICER’S ORDERING REPRESENTATIVES UNDER THE CONTRACT  
(APR 2013) – DLAD**

(a) Contracting officer’s ordering representatives specifically designated for this contract are authorized to place delivery or task orders that are expressly within the terms and conditions of this contract (which for purposes of this clause includes ordering vehicles such as blanket purchase agreements and indefinite delivery purchase orders).

(b) Orders for supplies or services outside the express scope of the contract may only be ordered by the contracting officer’s ordering representative if accompanied by a written determination by the DLA contracting officer that the supplies or services are within the scope of the contract. Further limitations on the authority of the contracting officer’s ordering representative may be stated elsewhere in the contract or in the letter of designation.

(c) [ ] The following Government employees are designated contracting officer’s ordering representatives under this contract:  
    Designated Contracting Officer’s Ordering Representatives, for Contract (Number)

Name	Title	Contact Information

UPDATED CLAUSES/PROVISIONS (BY REFERENCE)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-D-3000	PAGE 11 OF 11 PAGES
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**FAR 52.225-25** – Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (DEC 2012)

**DFARS 252.225-7002** – Qualifying Country Sources as Subcontractors (DEC 2012)

**DFARS 252.225-7012** – Preference for Certain Domestic Commodities (FEB 2013)

**DLAD 52.211-9014** – Contractor Retention of Traceability Documentation (AUG 2012)

**DLAD 52.215-9006** – AbilityOne Entity Support- Contractor Reporting (DEC 2012)

**Part 12 Clauses**

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

**Attachments**

**List of Attachments**

Description	File Name
ATTACH.Signed 1449	14