

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 4	
2. CONTRACT NO. SPE300-19-D-3199		3. AWARD/EFFECTIVE DATE 2018 JUL 31		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		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 19111-5006 USA Local Admin: MARY JAEF PSPTASE Tel: 215-737-6225 Fax: 215-737-7194 Email: MARY.JAEF@DLA.MIL		10. THIS ACQUISITION IS: <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (45 CFR 700). <input type="checkbox"/>		13b. RATING	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		16. ADMINISTERED BY CODE: SPE300	
17a. CONTRACTOR/OFFEROR SYSCO SEATTLE, INC. DBA SYSCO Sysco Seattle, Inc. 22820 54TH AVE S KENT WA 98032-4898 USA TELEPHONE NO. 2067214608		17a. CONTRACTOR/OFFEROR CODE: 0GMX0 FACILITY CODE		18a. PAYMENT WILL BE MADE BY. DEF FIN AND ACCOUNTING SVC BSM P.O BOX 182317 COLUMBUS OH 43218-2317 USA		18a. PAYMENT WILL BE MADE BY CODE: SL4701	
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	
		See Schedule				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$29,500,000.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				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.			
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. <u>SP4300130002</u> OFFER DATED <u>2018 JUL 29</u> YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR: 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) Steven Wilkins VP Finance & CFO		30c. DATE SIGNED 7-30-18		31b. NAME OF CONTRACTING OFFICER (Type or Print) THOMAS E. HALEY		31c. DATE SIGNED 2018 JUL 30	

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	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>YYMMDD</i> )	42d. TOTAL CONTAINERS

SPE300-18-D-3199

This contract is awarded to Sysco Seattle, Inc. in accordance with 10 U.S.C. 2304(c) (1), whereby award was made using other than full and open competition. All terms and conditions of solicitation SPM300-13-R-0052, and the resulting contract SPE300-14-D-3009, are incorporated herein and only supplemented by those terms and conditions included in this contract, SPE300-18-D-3199, and administrative contract SPE300-18-D-A037.

This contract provides for prime vendor full line food service for the Puget Sound/Seattle Navy Ships Region customers for a performance period of July 31, 2018 through June 30, 2019.

All of Sysco Seattle, Inc.'s distribution prices remain unchanged from those agreed upon in contract SPE300-14-D-3009. All other terms and conditions from that contract, and its underlying solicitation, as provided above remain the same and are only changed when conflicting with the terms and conditions contained within this contract document, which will control in case of a conflict.

The awardee may complete the annual representations and certificates electronically at <https://www.SAM.gov>.

Estimated Dollar Value: \$11,800,000.00

Maximum dollar value including surge of 250%: \$22,500,000.00

Guaranteed Minimum Dollar value of 10% of estimated dollar value: \$1,180,000.00

Block #10, Unrestricted should be unchecked

Block #25, Accounting and Appropriation Data: 97X4930 SCBX 001 2620 833189

## ADDITIONAL CLAUSES:

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JULY 2018)

(a) Definitions. As used in this clause-

Covered article means any hardware, software, or service that-

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c) (1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c) (1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

CONTINUED ON NEXT PAGE

Form

PID Data - Custom Clause

Insert (copy and paste) text for - PID information here