


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

1. REQUISITION NUMBER 100008212		PAGE 1 OF 32	
2. CONTRACT NO. 6PE300-16-D-3138	3. AWARD/EFFECTIVE DATE 2/26/15	4. ORDER NUMBER	5. SOLICITATION NUMBER 6PM300-13-R-0070
7. FOR SOLICITATION INFORMATION CALL: 		6. TELEPHONE NUMBER (No collect calls)	8. SOLICITATION ISSUE DATE 2013 FEB 16
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Lender Walker P&P/TAAF Tel: 215-737-3447 Fax: 215-737-7194 Email: LENDER.WALKER@DLA.MIL		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: 311612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A <input checked="" type="checkbox"/> Net 30 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAB (15 CFR 700) <input type="checkbox"/>	13b. RATING
15. DELIVER TO SEE SCHEDULE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
16. ADMINISTERED BY SEE BLOCK 9 Citation: PAS, None		17. CONTRACTOR/ OFFEROR CODE 1VMQ2 FACILITY CODE 8YSCO CENTRAL ALABAMA, INC. DBA 8YSCO 1000 8YSCO DR CALERA AL 35040-4992 USA	

18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BBM P O BOX 162317 COLUMBUS OH 43218-2317 USA		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM	
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18. ADMINISTERED BY SEE BLOCK 9 Citation: PAS, None
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17a. CONTRACTOR/ OFFEROR CODE 1VMQ2 FACILITY CODE 8YSCO CENTRAL ALABAMA, INC. DBA 8YSCO 1000 8YSCO DR CALERA AL 35040-4992 USA	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BBM P O BOX 162317 COLUMBUS OH 43218-2317 USA
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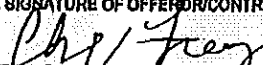

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$130,207,600.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 62.212-1, 62.212-4, FAR 62.212-3 AND 62.212-5 ARE ATTACHED, ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 62.212-4, FAR 62.212-5 IS ATTACHED, ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" 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. 6PM300-13-R-0070 OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or Print) Chip Frazier VP Finance	30c. DATE SIGNED 2-26-2015	31b. NAME OF CONTRACTING OFFICER (Type or Print) JOSEPH HAUSER	31c. DATE SIGNED 2-26-15
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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 (YY/MM/DD)

42d. TOTAL CONTAINERS

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On Form 1449, block #6 should read April 12, 2013

Block #20 should read as follows: Full Line Food Service for Alabama/Florida and Panhandle area  
Block #25 should read as follows: 97X49305CBX0012620S33189

Prime Vendor Support in Alabama/Florida and Panhandle area (Zone 1)  
Solicitation Number: SPM-300-13-R-0070

Guaranteed Minimum: \$14,467,500.00 (25% Base Period Total)  
Estimated Contract Value: \$57,870,000.00 (Base period \$28,935,000.00, Option Period if exercised \$28,935,000.00)  
Contract Maximum: \$130,207,500.00 (225%)

Award Date: February 26, 2015  
Implementation Period: 23 days  
First Order day: March 22, 2015  
First Delivery Day: March 25, 2015

Contract Type: Indefinite Delivery, Indefinite Quantity Contract - Fixed Price with Economic price Adjustment (EPA)

Place of Performance only:

Sysco Central Alabama  
1000 Sysco Drive  
Calera, AL 35040

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**Form****attachement documents****SECTION A – SOLICITATION/CONTRACT FORM**

The following amendments issued under Solicitation SPM300-13-R-0070 are hereby incorporated as part of this contract:

Amendment 0001 through 0018 (except Amendments 0014, 0016 and 0018)

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

The Non-Price and Price Proposal, which took no exception to the terms and conditions of the solicitation, are incorporated into the 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 July 2014 – November 2014

Final Proposal Revisions dated 11 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. Currently fresh fruits and vegetables, fresh milk, fresh bread/bakery items 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.

**CONTRACT TERM:** Contract Term will be for up to 48 months and 23 days, consisting of an Implementation Period of up to 23 days, a 24-month Base Performance Period, and a one 24-month Option Period.

The effective date of this award is 26 February 2015.

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The implementation period will conclude no later than 21, March 2015.

The effective date of the new catalog will begin no later than 22 March 2015.

The base performance period will begin on 22 March 2015 and Conclude on 25 March 2017.

The first delivery orders will take place on 25 March 2015.

The government will provide written notice to the contractor within 3 days provided that the government gives the contractor a preliminary written notice of its intent to extend no later than 21 January 2017. (60 days before the contract expires).

In the event that the government invokes the option; the option period would begin on 26 March 2017 and Conclude on 22 March 2019.

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

The total estimated dollar value for this acquisition is \$130,207,500.00

The estimated dollar value of the Base Period of the contract is \$28,935,000.00. The estimated dollar value for the twenty-four (24) month option period is \$28,935,000.00.

The estimated dollar values are based upon actual usage/sales data. The guaranteed minimum is 25% of the base period estimated dollar value, or \$14,467,500.00. The maximum ceiling will be 225% of the estimated dollar value of the Contract Term up to 48 months or \$130,207,500.00.

**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 11 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.

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**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, 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 Alabama  
1000 Sysco Drive  
Calera, AL 35040

**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)**

### **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.dcma.mil/itsco/cbt/SIR/index.cfm>.

(b) For DCMA International outside contiguous United States (OCONUS) 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.

(1) An electronic version of the DD Form 1659 can be accessed at:  
<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd1659.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 1-800-456-5507 or via e-mail to [delivery@dla.mil](mailto:delivery@dla.mil) (preferred). The DLA Distribution’s operating hours are Monday through Friday, 6:00 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

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<https://vsm.distribution.dla.mil>, may be used to obtain transportation instructions in lieu of contacting the transportation office.

**FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price

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reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (1)(2)(i) of this clause, or fails to perform the agreement at paragraph (1)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM

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database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

### **ADDENDUM TO FAR 52.212-4**

Contract Terms and Conditions – Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

"Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official."

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

3. Paragraph (g), Invoice, is revised to add the following:

(3) Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the delivery ticket/invoice, keep one (1) copy and return original copy to the vendor. Any changes must be made on the face of the invoice; attachments are not acceptable.

(4) All invoicing for payment is to be filed electronically using EDI transaction set 810 (per STORES EDI Information). No paper invoices shall be submitted to DFAS for payment. All invoices submitted by contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to submission. Electronic invoices should be filed promptly (i.e. once all credits and/or credit adjustments are made) and in any case, in fewer than 90 days after delivery.

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- (5) Invoice transactions may be submitted to DLA TROOP SUPPORT daily; however, it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.
- (6) The same invoice cannot be submitted with different dollar amounts.
- (7) Vendors will be required to submit test 810 transactions sets 30 days prior to the first order. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- (8) For catch weight items, standard rounding methods must be observed, i.e. <5: rounded down; =5 or >5: rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the vendor.
- (9) Unit prices and extended prices must be formatted not more than two (2) decimal places to the right of the decimal point. Subsistence Total Order and Receipt Electronic System (STORES) will not accommodate positions of 3 and above beyond the decimal point (see reference 1).
- (10) The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:  
  
DFAS – Columbus Center  
Attn: DFAS – BYDP (SL4701-BSM)  
PO Box 369031  
Columbus, OH 43236-9031
- (11) 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).
- (12) Vendors are required to use the Vendor Reconciliation Tool [see 4.(10) below] to identify and correct mismatches between invoices submitted and customers posted receipts. It is the responsibility of the contractor to adjust as necessary and communicate with the customer or DLA TROOP SUPPORT as needed, in order to resolve any/all discrepancies. In the event of an unresolved payment discrepancy, the vendor must present a signed delivery ticket/invoice.

4. Paragraph (i), Payment, is revised to add the following:

- (7) DFAS Columbus Center is the payment office for this acquisition.
- (8) All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- (9) All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

(10) Vendor Reconciliation Tool: In an effort to improve the payment process, vendors will have availability to view what the customer has or has not received, via the Business Systems Modernization (BMS) website [https://131.82.243.43/recon\\_tool/Login.asp](https://131.82.243.43/recon_tool/Login.asp). The contractor will have access to "unreconciled" information, i.e. the invoice does not match the receipt because of a quantity or price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the BSM website by the contractor. While the vendor will not have the capability to update customer receipt information, update capability will be available for unreconciled invoice information for approximately 30 days.

(11) The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses". However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

5. Paragraph (m), Termination for Cause. Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with

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adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6. Paragraph (o), Warranty, is revised to add the following:

"In the event that a product recall is initiated by the contractor, grower or manufacturer, the contractor shall following the procedures as outlined below: Immediately notify the following personnel:

- (i) Customers that have received the recalled product;
- (ii) DLA TROOP SUPPORT Contracting Officer;
- (iii) DLA TROOP SUPPORT Account Manager; and
- (iv) DLA TROOP SUPPORT Consumer Safety Officer at 215-737-3845

Provide the following information to the DLA TROOP SUPPORT Consumer Safety Officer:

- (i) Reason for recall;
- (ii) Level of recall, i.e. Type I, II or III;
- (iii) Description of product;
- (iv) Amount of product;
- (v) List of customers that have received product; and
- (vi) Name and phone number of responsible person (Recall Coordinator)

The contractor shall provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT Consumer Safety Officer."

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties that the contractor gives to any customer. The supplies and the rights and remedies provided therein are in addition to, and do not limit, any rights afforded to the Government by Clause 52.212-4(o) "Warranty", "Contract Terms and Conditions-Commercial Items" and any addendum contained in the solicitation.

7. Paragraph (t), Central Contractor Registration(CCR).

Add the following:

(5) Definitions.

"Central Contractor Registration (CCR) Database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

- (a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. [This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR Database" means that—

- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (b) The Contractor's CAGE code is in the CCR database; and
- (c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active". The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

8. Add: Paragraph (u), *Contractor Performance Assessment Reporting System (CPARS)*:

Background

Contractor Performance Assessment Reporting System (CPARS) is now hosting web-enabled applications that are used to collect and manage a library of automated contractor performance evaluations that are completed in accordance with FAR Parts 36 and 42. FAR Part 36 identifies the requirements for documenting contractor performance for architect-engineer and construction contracts while FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record,

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both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

2. Effective October 1, 2006, a Department of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users accessing CPARS. Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing CPARS. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

**B. Obtaining a PKI certificate**

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DoD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at [http://www.cpars.csd.disa.mil/pki\\_info.htm](http://www.cpars.csd.disa.mil/pki_info.htm). Each contractor employee accessing CPARS will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

**FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 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)).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

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

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

X (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 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).

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

X (10) [Reserved].

X (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

X (ii) Alternate I (Nov 2011) of 52.219-3.

X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

X (ii) Alternate I (JAN 2011) of 52.219-4.

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- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(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.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- X (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- X (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 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)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) 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.)
- \_\_\_ (34)(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.)
- \_\_\_ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (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, 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 (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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X (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (44) 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).

\_\_\_ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (53)(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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

\_\_\_ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(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) (41 U.S.C. 3509).

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(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) 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 (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 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).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (c) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(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.

### ***FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)***

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than a \$50 minimum order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The maximum order limitation is the contract maximum dollar value \$130,207,500.00. The Contractor shall honor and deliver all orders for all contract customers (that exceed the minimum order requirement).

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

### **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), ALASKA, AND HAWAII (APR 2014)**

(a) Warranties. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—

- (1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and
- (2) Price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause, the term:

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(1) "Private label holder" means:

(i) A manufacturer or grower with whom the contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower; or

(ii) An entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or

(iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.

(2) "Redistributor" means an entity independent of the contractor from which the contractor purchases product for purposes of consolidating quantities and/or obtaining a competitive delivered price.

(3) "Standard Freight" means the published list price or prevailing market rate for transportation of subsistence and food service operating supplies, i.e. the transportation charge for delivery from the manufacturer/grower/private label holder or redistributor to the SPV Contractor. This may include inter-division transfers between the SPV Contractor's warehouses provided the delivered price (inclusive of standard freight) of a product at a given time is identical to the delivered price of the same product at the same time to other commercial customers in the SPV Contractor's electronic purchasing system.

(i) In the event the SPV Contractor picks up product free on board (f.o.b.) origin from a manufacturer/grower/ private label holder, or arranges for delivery transportation from a third party source other than the manufacturer/grower/private label holder, the standard freight charge shall be based on market tariffs/conditions and shall not exceed the lesser of:

(A) The manufacturer/grower/private label holder's or manufacturer/grower/private label holder's carrier's freight price normally payable by the SPV Contractor for inbound shipments of such products and quantities to the Contractor's distribution point; or

(B) An average price based on market conditions for freight in the same market for the same type of freight service for like products, shipping methods and quantities.

(ii) In rare circumstances, and only with the Contracting Officer's written approval, the SPV Contractor may use drop shipments, i.e. the product is shipped directly from the manufacturer/grower / private label holder to the customer without the SPV Contractor taking possession. This may involve transportation charges using non-standard freight such as FedEx, United Parcel Service (UPS), or the United States (U.S.) Postal Service. In such instances the Contracting Officer will determine price reasonableness on the unit price inclusive of freight.

(4) "Contract unit price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract unit price consists of three components: delivered price plus distribution price less Government rebates and discounts. The unit price sum of the three component prices shall be rounded up or down as applicable, to the nearest cent to determine the final Contract unit price.

(5) Delivered price.

(i) Delivered price" means the most recent manufacturer, grower, or private label holder commercial price per unit to the Contractor, inclusive of all standard freight, that is input in the contractor's purchasing system as the starting basis for its pricing to customers prior to the application of any specific distribution fees, rebates, discounts, limited discounts, or other financial agreements with the Contractor's customers. The delivered price shall be based on f.o.b. destination delivered using standard freight. The delivered price shall exclude all costs that are to be covered in the distribution price. The SPV Contractor warrants that the delivered price to its delivering warehouse of a product sold at any given time by the SPV Contractor to DLA Troop Support customers is identical to the delivered price of such product sold at the same time to its other customers.

(A) Exception: For mandatory source items, the delivered price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus standard freight.

(B) Exception: A redistributor's price for a specific manufacturer/grower/private label holder's product (or stock keeping unit (SKU)) may be used as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/ grower's/ private label holder's current price inclusive of Government rebates and discounts (as defined below). Supporting documentation (published price list, manufacturer letter/email, or similar proof of price comparison) may be required. The determination that the supporting documentation is sufficient to establish the manufacturer's/ grower's/ private label holder's current price rests solely with the Contracting Officer.

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(C) Exception: Standard freight may not apply to drop shipments and f.o.b. origin pickups.

(ii) The Contractor shall utilize best commercial practices in purchasing its food items under this contract, to include seeking and using competition to the maximum extent practicable for all purchases and purchasing in the most economical order quantities and terms and conditions.

(6) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than delivered price; including but not limited to, the performance requirements of the statement of work (SOW) for the applicable SPV solicitation and resulting contract. As detailed above in paragraph (5), delivered price is distinct from and not to be included in the distribution price. For both drop shipments and Government pick-ups, the Contracting Officer may negotiate a reduced distribution price with the Contractor since the Contractor is not handling the product.

(7) "Government rebates and discounts" means all rebates, discounts, and limited discounts designated for the Government, including National Allowance Pricing Agreements (NAPA) discounts, food show discounts, early payment discounts (other than qualifying early payment discounts as defined in the Rebates, Discounts and Price Related Provisions section of the solicitation), and any other rebates, discounts, or similar arrangements designated by the manufacturer/grower/ private label holder or redistributor to be passed to the Government or passed to all customers without specific designation. In accordance with other provisions of the contract (and subject to any applicable exceptions in those provisions), all Government rebates and discounts shall be passed to the Government via a reduced catalog price (i.e. "off invoice"). Any Government rebates and discounts that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line item number (CLIN).

(8) "Ordering catalog" means the electronic listing of items and their corresponding Contract unit prices available for ordering under this contract.

(9) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Eastern Time ET, standard or daylight as applicable).

(c) Price adjustments.

(1) General.

(i) All Contract unit prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the delivered price component of the Contract unit price is subject to adjustment under this clause. After the first ordering week, if the Contractor's delivered price changes for any or all Contract unit prices, the Contract unit price shall be changed in the next week's ordering catalog upon the Contractor's request, submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the delivered price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this clause and 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 in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent ordering week.

(ii) Catalog delivered prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into SPV contractor's inventory).

(iii) Updates to the delivered price: All notices and requests for new item delivered prices and price changes shall be submitted weekly, no later than 1:30PM Eastern Time on Wednesday, to be effective in the following ordering week's ordering catalog prices. The delivered price shall have any and all Government rebates and discounts subtractions made prior to presenting the delivered price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the delivered price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such EDI 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the delivered price in the next week's ordering catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, manufacturer/grower/private label holder documentation regarding Government rebates and discounts, and any other substantiating information requested by the Contracting Officer.

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(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business Eastern Time each Friday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the contract.

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower delivered prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business Eastern Time on Friday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's ordering catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the ordering catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item may be considered negatively in any evaluation of performance.

(vii) In the event of a price change not posting or an ordering catalog contract unit price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract unit price, upon discovery of such event the Contractor shall promptly notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog and submit a refund including interest for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, if the contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the delivered prices for material. There shall be no upward adjustment for—

(i) Supplies for which the delivered price is not affected by such changes;

(ii) Changes in the quantities of materials; and

(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract unit price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(3) If the Contracting Officer rejects a proposed adjustment for an item because the adjusted unit price cannot be determined fair and reasonable, the Contractor shall have no obligation to fill future orders for such item as of the effective date of the proposed adjustment unless such item is subsequently added to the contract at a Unit Price that is determined fair and reasonable. Alternately, the item may be retained on the catalog at the prior (unadjusted) price for as long as both parties agree to do so.

(d) Upward ceiling on economic price adjustment. The aggregate of contract delivered price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed 30 percent (%) for all items except fresh fruits and vegetables (FF&V) and 90 percent (%) for fresh fruits and vegetables (FF&V) of the initial contract delivered price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the Contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following week's ordering catalog.

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(e) Downward limitation on economic price adjustments. There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) Examination of records. The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur up to twice a year (except as provided for below) until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. These will normally involve Government selection of a statistically significant sample size of invoices/records to examine based on the number of line items on the specific contract catalog. If an examination of records reveals irregularities, further examinations and/or a larger sample size may be required. In addition to normal examination, the Government may conduct additional examinations at the Contracting Officer's discretion.

(g) Final invoice. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) Disputes. Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

## **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:** Alabama/Florida & Panhandle area Delivery Schedule

**Attachment 3:** EDI Implementation Guidelines June 2014.

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Solicitation #		SPM30013R0070	
Offeror:		Sysco	
Cat. #	Category Description	UoM	# Items in Category
1	Beef, Raw, Cooked, Frozen/Chilled	LB	17
2	Poultry, Raw, Cooked, Frozen/Chilled	LB	19
3	Pork, Raw, Cooked, Frozen/Chilled	LB	19
4	Mixed meats, Luncheon Meats, Franks, Hot Dogs, Frozen/Chilled	LB	6
5	Lamb, Veal and Game, Raw, cooked - Frozen/Chilled	LB	2
6	Seafood, including Fish and Shellfish, Raw, cooked, Frozen/Chilled	LB	10
7	Grocery products canned, jar, pouch, sleeve (example: non-meat, meat, fish,	CS	17
8	Fruits and Vegetables, Frozen and Chilled - including further processed refr	CS	18
9	Frozen /Chilled Entrees (example: Cordon Bleu, Chicken Kiev, Stuffed Chi	CS	43
10	Snack Foods, Baked Goods, Chips/Pretzels (example: Cookies, Crackers, G	CS	9
11	Confectionary, (example: Candy, chocolate, chewing gum, Marshmallows)	CS	1
12	Cereal, cold, hot - ready to eat (example: Corn Flakes, Oatmeal, Grits) - to i	CS	3
13	Dry Goods, (example: Dry Pasta, Rice, Beans, Bread Crumbs, Corn Meal, B	CS	13
14	Dry Goods, (example: Rice, Beans, Bread Crumbs/Mix, Corn Meal, Baking	LB	1
15	Meal Kits, Heater Meals, Sandwich kits	CS	3
16	Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Icings, Pie Fillings Puc	CS	16
17	Portion Controlled Items, Up to 500 Count Case, Refrigerated or Non-Refr	CS	8
18	Portion Controlled Items, 501 to 999 Count Case, Refrigerated or Non-Refr	CS	1
19	Portion Controlled Items, 1000 to 3000 Count Case, Refrigerated or Non-R	CS	1
20	Portion Controlled Items, > 3000 Count Case, Refrigerated or Non-Refriger	CS	0
21	Salads, Prepared, Chilled/Fresh (example: Mixed Greens, Potato Salad, Egg	CS	5
22	Spices, Seasonings, Salt & Pepper, Spice Blends, Herbs, Flavorings, Extracts	CS	0
23	Beverages, Dispenser Required/Bag in Box (example: Soda, Sports Drinks, J	CS	13
24	Beverages, other than BIB (example: Soda, Sports Drinks, Juices, Nectar, ve	CS	6
25	Beverage, Chill/Frozen - (example: Dairy, UHT, ESL, Nutritional Suppleme	CS	0
26	Beverage Base, Powder, other than individual portion count (example: Spor	CS	1
27	Water - 12 Count Case and below, (example: Natural Spring, Purified, Distil	CS	0
28	Water - 13 to 24 Count Case, (example: Natural Spring, Purified, Distilled)	CS	1
29	Water - 25 to 34 Count Case, (example: Natural Spring, Purified, Distilled)	CS	0
30	Water - 35 Count Case and above, (example: Natural Spring, Purified, Disti	CS	0
31	Eggs - shell, Fresh	CS	1
32	Egg Product, Liquid, Frozen or Chilled	CS	3
33	Ice Cream and Ice cream Novelties (example: bulk, Cones, Sandwiches, Ice	CS	0
34	Dairy Products: (example: Cheese, Butter, Margarine, Spreads, Yogurt, Sour	CS	9
35	Bakery Products, Fresh (example: Bread, Rolls)	LB	0
36	Fresh Fruits and Vegetables (FF&V)	CS	0
37	Non-Food products -Food Service Operating Supplies (FSOS)	CS	0
38	Ice (Cubed or cylindrical)	LB	0

**Department of Corrections**

1.) Alabama Dept. of Corrections  
2699 Marion Spillway Rd  
Elmore, AL 36025

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POC: Martha Rayburn  
Martha.rayburn@doc.alabama.gov  
(334)567-1560  
*Ship to DODAAC: 0841BC*

**Maxwell Gunter AFB**

1.)Maxwell Gunter AFB, 42 SVS SVMT  
Bldg 1033  
401Cannon Street  
Montgomery, AL 36112  
POC: Bill Spencer  
William.spencer.2@us.af.mil  
(210)395-7788  
*Ship to DODAAC: FS3300*

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

2.)Maxwell CDC  
Bldg 25  
302 Twining Street  
Maxwell AFB, AL 36112  
POC: Gloria Dixon  
Gloria.dixon@maxwell.af.mil  
(334)953-6667  
*Ship to DODAAC: FT9445*

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

3.)Maxwell Youth Center  
Bldg 1  
351 E. Maxwell Blvd  
Montgomery, AL 36112  
POC: Robyne Holloway  
Robyne.holloway@maxwell.af.mil  
(334)953-6171  
*Ship to DODAAC: FT9560*

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

4.)Maxwell Airmens Dining 42 SVS SVMF  
Bldg 668  
5 South Mitchell Street  
Montgomery, AL 36112  
POC: Joe Fields  
Joe.fields.ctr@maxwell.af.mil  
(334)953-6450  
*Ship to DODAAC: FT9011*

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

5.)Gunter Annex 502 SVS/SVMF  
Bldg 1065  
640 Williamson Street  
Montgomery, AL 36114  
POC: Joe Fields  
Joe.fields.ctr@maxwell.af.mil  
(334)953-6450  
*Ship to DODAAC: FT9012*

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

6.)Maxwell Ots Dining Facility DFAS/SA  
Bldg 1485  
501 N. Lemay Plaza

3 Deliveries Monday, Wednesday, Friday  
0500 - 0800

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Montgomery, AL 36112  
 POC: Joe Fields  
[Joe.fields.ctr@maxwell.af.mil](mailto:Joe.fields.ctr@maxwell.af.mil)  
 (334)953-6450  
*Ship to DODAAC: FT9253*

7.)Maxwell CDC  
 302 Twining Street  
 Maxwell AFB, AL 36112  
 POC: Joyce Curley  
[Joyce.curley@maxwell.af.mil](mailto:Joyce.curley@maxwell.af.mil)  
 (334)953-6667  
*Ship to DODAAC: FT9445*

3 Deliveries Monday, Wednesday, Friday  
 0500 - 0800

8.)Gunter CDC  
 Bldg 205  
 205 South Turner Blvd  
 Gunter AFB, AL 36114  
 POC: Joanne Jackson  
[Jonnie.clark@maxwell.af.mil](mailto:Jonnie.clark@maxwell.af.mil)  
 (334)416-3185  
*Ship to DODAAC: FT9446*

3 Deliveries Monday, Wednesday, Friday  
 0500 - 0800

9.)Gunter CDC  
 Bldg 205  
 205 South Turner Blvd  
 Gunter AFB, AL 36114  
 POC: Kim Meyer  
[Kimberly.meyer@maxwell.af.mil](mailto:Kimberly.meyer@maxwell.af.mil)  
 (334)416-6507  
*Ship to DODAAC: FT9561*

3 Deliveries Monday, Wednesday, Friday  
 0500 - 0800

10.)Maxwell Youth Center  
 351 East Maxwell Blvd  
 Maxwell AFB, AL 16112  
 POC: Robyne Holloway  
[Robyne.holloway@maxwell.af.mil](mailto:Robyne.holloway@maxwell.af.mil)  
 (334)953-6171  
*Ship to DODAAC: FT9560*

3 Deliveries Monday, Wednesday, Friday  
 0500 - 0800

11.)Maxwell/Gunter School Age Program  
 Bldg 864  
 205 South Turner Blvd  
 Gunter AFB, AL 36114  
 POC: Kim Meyer  
[Kimberly.meyer@maxmell.af.mil](mailto:Kimberly.meyer@maxmell.af.mil)  
 (334)416-6507  
*Ship to DODAAC: FT9561*

3 Deliveries Monday, Wednesday, Friday  
 0500 - 0800

**Air National Guard, AL**

1.)117th Flight Services  
 5401 East Lake Blvd  
 Birmingham, AL 36108  
 POC: Edwin Appleton

Once a month Wednesday  
 0800

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<div data-bbox="126 300 409 386"> <p><u>Edwin.appleton@ang.af.mil</u> (205)602-3473 <i>Ship to DODAAC: FT6011</i></p> </div> <div data-bbox="126 415 591 588"> <p>2.)187th Fighter Wing 5187 Selma Highway Montgomery, AL 36108 POC: Janis Bipes <u>Janis.bipes@ang.af.mil</u> (334)394-7321 <i>Ship to DODAAC: FT6012</i></p> </div> <div data-bbox="126 617 409 873"> <p><b><u>Eglin AFB, FL</u></b> 1.)Eglin Seabreeze Dining Bldg 17-D East D Ave Eglin, FL 32542 POC: David Hatcher <u>David.hatcher2@eglin.af.mil</u> (850)882-9043 <i>Ship to DODAAC: FT9002</i></p> </div> <div data-bbox="126 903 409 1134"> <p>2.)Duke Field Dining Hall Bldg 3017 Field 3 506 Drone Street Eglin AFB, FL 32542 POC: David Hatcher <u>David.hatcher2@eglin.af.mil</u> (850)-882-9043 <i>Ship to DODAAC: FT6628</i></p> </div> <div data-bbox="126 1163 461 1365"> <p>3.)Oasis Flightline Dining Facility 1355 Nomad Way Eglin AFB, FL 32542 POC: David Hatcher <u>David.hatcher2@eglin.af.mil</u> (850)-882-9043 <i>Ship to DODAAC:FT9003</i></p> </div> <div data-bbox="126 1394 506 1596"> <p>4.)Trade Winds Flight Feeding Facility 60 Choctawhatchee Avenue Eglin AFB, FL 32542 POC: David Hatcher <u>David.hatcher2@eglin.af.mil</u> (850)-882-9043 <i>Ship to DODAAC:FT9004</i></p> </div> <div data-bbox="126 1625 409 1856"> <p>5.)Duke Field Airmens Bldg 3017 506 Drone Street, Suite 6 Eglin AFB, FL 32542 POC: David Hatcher <u>David.hatcher2@eglin.af.mil</u> (850)-882-9043 <i>Ship to DODAAC:FT9006</i></p> </div> <div data-bbox="1029 415 1240 470"> <p>Once a month Friday 0800-1200</p> </div> <div data-bbox="812 646 1227 701"> <p>3 Deliveries Monday, Wednesday, Friday 0500-0700</p> </div> <div data-bbox="812 903 1227 957"> <p>3 Deliveries Monday, Wednesday, Friday 0500-0700</p> </div> <div data-bbox="812 1163 1227 1218"> <p>3 Deliveries Monday, Wednesday, Friday 0500-0700</p> </div> <div data-bbox="812 1394 1227 1449"> <p>3 Deliveries Monday, Wednesday, Friday 0500-0700</p> </div> <div data-bbox="812 1625 1227 1680"> <p>3 Deliveries Monday, Wednesday, Friday 0500-0700</p> </div> <div data-bbox="974 1927 1279 1957"> <p>CONTINUED ON NEXT PAGE</p> </div>		

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6.)Duke Dining Hall  
3053 Phillips Street  
Eglin AFB, FL 32542  
POC: Bill Spencer  
[William.spencer.2@us.af.mil](mailto:William.spencer.2@us.af.mil)  
(210)395-7788  
*Ship to DODAAC: EGLIN*

3 Deliveries Monday, Wednesday, Friday  
0500-0700

7.)919 MSSQ/MSR  
Bldg 3053  
506 Drone Street  
Eglin AFB, FL 32542  
POC: David Hatcher  
[David.hatcher2@eglin.af.mil](mailto:David.hatcher2@eglin.af.mil)  
(850)-882-9043  
*Ship to DODAAC: FT9006*

3 Deliveries Monday, Wednesday, Friday  
0500-0700

8.)Eglin AFB ACS Services  
Bldg 1321  
728 ACS/Services  
Eglin AFB, FL 32542  
POC: Bill Spencer  
[William.spencer.2@us.af.mil](mailto:William.spencer.2@us.af.mil)  
(210)395-7788  
*Ship to DODAAC: FT9260*

9.)Eglin Hospital Dining Facility  
Bldg 2805  
96 MDG/SGF  
Eglin AFB, FL 32542  
POC: Bill Spencer  
[William.spencer.2@us.af.mil](mailto:William.spencer.2@us.af.mil)  
(210)395-7788  
*Ship to DODAAC: FT9300*

3 Deliveries per week Monday, Wednesday, & Friday

10.)Eglin Hospital  
Bldg 2805  
307 Boatner Road  
Eglin AFB, FL 32542  
POC: Quon Simmons  
[Quon.simmons@eglin.af.mil](mailto:Quon.simmons@eglin.af.mil)  
(850)883-9118  
*Ship to DODAAC: FT2823*

3 Deliveries per week Monday, Wednesday, & Friday

11.)Eglin CDC  
3279 Gaffney Raod  
Eglin AFB, FL 32542  
POC: Eric Hardison  
[Eric.hardison@eglin.af.mil](mailto:Eric.hardison@eglin.af.mil)  
*Ship to DODAAC: FT9409*

3 Deliveries Monday, Wednesday, Friday  
0500-0700

12.)Eglin CDC Modular  
2579 Foster Drive  
Eglin AFB, FL 32542  
POC: Melanie Blacknall

3 Deliveries Monday, Wednesday, Friday  
0500-0700

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Melanie.blacknall@eglin.af.mil  
(850)882-5519  
*Ship to DODAAC: FT9471*

13.)Eglin Youth Center  
Bldg 2582  
Eglin AFB, FL 32542  
POC: Melanie Blacknall  
Melanie.blacknall@eglin.af.mil  
(850)882-5519  
*Ship to DODAAC: FT9503*

3 Deliveries Monday, Wednesday, Friday  
0500-0700

14.)Eglin Ranger Camp  
Bldg 6027  
6069 Walker Lane  
Eglin AFB, FL 32542  
POC: Vincente Babuta  
Vicente.babauta@eglin.af.mil  
(850)882-1176  
*Ship to DODAAC: W813M9*

3 Deliveries per week Monday, Wednesday, & Friday

15.)Eglin Ranger Camp 6th Batt  
646 SVF SVMF  
Bldg 881  
404 N. 7th Street  
Eglin AFB, FL 32542  
POC: Vincente Babuta  
Vicente.babauta@eglin.af.mil  
(850)882-1176  
*Ship to DODAAC: FT9005*

3 Deliveries per week Monday, Wednesday, & Friday

**Hurlburt AFB, FL**

1.)Hurlburt Oasis Flight Kitchen  
Bldg 90747  
255 Bennett Avenue  
Hurlburt Field, FL 32544  
POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FT9008*

3 Deliveries per week Monday, Wednesday, & Friday

2.)Hurlburt Reef Dining Facility  
Bldg 90326  
313 Cody Avenue  
Hurlburt Field, FL 32544  
POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FT9007*

3 Deliveries per week Monday, Wednesday, & Friday

3.)Hurlburt Riptide Dining  
Bldg 91007  
150 Loop Road  
Hurlburt Field, FL 32544

3 Deliveries per week Monday, Wednesday, & Friday

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POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FT9009*

4.)Hurlburt Redhorse 3 Deliveries per week Monday, Wednesday, & Friday  
Bldg 91099  
633 Independence Rd  
Hurlburt Field, FL 32544  
POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FT9049*

5.)Hurlburt Field  
Hurlburt Field, FL 32544  
*Ship to DODAAC: FT9160*

6.) South Com 3 Deliveries per week Monday, Wednesday, & Friday  
Bldg 90710  
125 Bennett Avenue  
Hurlburt Field, FL 32544  
POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FB4417*

7.)Hurlburt Field Redhorse 3 Deliveries per week Monday, Wednesday, & Friday  
633 Independence Rd  
Hurlburt Field, FL 32544  
POC: William Mickler  
William.mickler@hurlburt.af.mil  
(850)884-4970  
*Ship to DODAAC: FT9049*

8.)Hurlburt Field CDC 3 Deliveries per week Monday, Wednesday, & Friday  
Bldg 90353  
108 McMillan St  
Hurlburt Field, FL 32544  
POC: Julieta Degracia  
Julieta.degracia@hurlburt.af.mil  
(850)884-6664  
*Ship to DODAAC: FT9410*

9.)Hurlburt Field Youth Center 3 Deliveries per week Monday, Wednesday, & Friday  
Bldg 90337  
443 Cody Avenue  
Hurlburt Field, FL 32544  
POC: Stacey Vickery  
Stacey.vickery@hurlburt.af.mil  
(850)884-3766  
*Ship to DODAAC: FT9557*

Tyndall AFB, FL

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1.)Tyndall Berg-Liles Dining Facility  
Bldg 1690  
113 Suwannee Rd  
Tyndall AFB, FL 32403  
POC: Christian Munoz-Hernandez  
[Christian.munoz@tyndall.af.mil](mailto:Christian.munoz@tyndall.af.mil)  
(850)283-2239  
*Ship to DODAAC: FT9019*

2 Deliveries per week Tuesday & Friday

2.)Tyndall Eagle Quick Turn Dining  
Bldg 153  
113 Suwannee Rd  
Tyndall AFB, FL 32403  
POC: Andrew Turnbull  
[Andrew.turnbull@tyndall.af.mil](mailto:Andrew.turnbull@tyndall.af.mil)  
(850)283-4345  
*Ship to DODAAC: FT9020*

2 Deliveries per week Tuesday & Friday

3.)Tyndall AFB CDC  
Bldg 1410  
1410Mississippi Avenue  
Tyndall AFB, FL 32403  
POC: Joanie Bryan  
[Joni.bryan@tyndall.af.mil](mailto:Joni.bryan@tyndall.af.mil)  
(850)283-4747  
*Ship to DODAAC: FT9403*

2 Deliveries per week Tuesday & Friday

4.)Tyndall Youth Center  
Bldg 3223  
3223 Sabre Drive  
Tyndall AFB, FL 32403  
POC: Jeannie Holland  
[Linda.holland@tyndall.a.f.b.mil](mailto:Linda.holland@tyndall.a.f.b.mil)  
(850)283-4366  
*Ship to DODAAC: FS4819*

2 Deliveries per week Tuesday & Friday

5.)Tyndall Youth Center, SVS/SVYY  
Bldg Stop 31  
113 Suwannee Rd  
Tyndall AFB, FL 32403  
POC: Jeannie Holland  
[Linda.holland@tyndall.a.f.b.mil](mailto:Linda.holland@tyndall.a.f.b.mil)  
(850)283-4366  
*Ship to DODAAC: FT9572*

2 Deliveries per week Tuesday & Friday

**FT Rucker, AL**

1.)Ft Rucker Aviation Center  
Field SPT SVS  
1215 Nighthawk Street  
Ft Rucker, AL 36362  
POC: Sherry Brown  
[Sherry.brown@us.army.mil](mailto:Sherry.brown@us.army.mil)  
(334)255-9582  
*Ship to DODAAC: W31NWU*

2 Deliveries per week Tuesday, Friday  
0800 -0900

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<p>2.)Ft Rucker 1/13 DFAC 6204 5th Avenue Ft Rucker, AL 36362 POC: Sherry Brown <a href="mailto:Sherry.brown@us.army.mil">Sherry.brown@us.army.mil</a> (334)255-9582 <i>Ship to DODAAC: AACON1</i></p> <p>3.) Ft Rucker Dining Facility 5914 Ft Rucker Ft Rucker, AL 36362 POC: Sherry Brown <a href="mailto:Sherry.brown@us.army.mil">Sherry.brown@us.army.mil</a> (334)255-9582 <i>Ship to DODAAC: AACON2</i></p>	<p>2 Deliveries per week Tuesday, Friday 0800 -0900</p> <p>2 Deliveries per week Tuesday, Friday 0800 -0900</p>	
<b><u>USCGC, FL, AL</u></b>		
<p>1.)USCGC Cypress CG Base south Broad Street POC: Scott Bowen <a href="mailto:Scott.bowen@dla.mil">Scott.bowen@dla.mil</a> (215)737-2915 <i>Ship to DODAAC: Z15250</i></p>	<p>As Needed</p>	
<p>2.)USCG Destin 2000 Micacle Strip Destin, FL 32540 <a href="mailto:Scott.bowen@dla.mil">Scott.bowen@dla.mil</a> (215)737-2915 <i>Ship to DODAAC: Z30327</i></p>	<p>As Needed</p>	
<b><u>Naval Air Station Pensacola, FL</u></b>		
<p>1.)NAS Pensacola 2 Taylor Rd Pensacola, FL 32508 POC: Michael Ayson <a href="mailto:Michael.ayson.ctr@navy.mil">Michael.ayson.ctr@navy.mil</a> (850)452-7050 <i>Ship to DODAAC: N00240</i></p>	<p>3 Deliveries per week Monday, Wednesday, &amp; Friday 0530 - 0700</p>	
<p>2.)Almirante Montt-Attn Chile Transfer Atlantic Marine Alabama Main Gate Dunlap Drive Mobile, AL 99999 POC: Michael Ayson <a href="mailto:Michael.ayson.ctr@navy.mil">Michael.ayson.ctr@navy.mil</a> (850)452-7050 <i>Ship to DODAAC: N00204</i></p>	<p>As Needed</p>	
<p>3.) Almirante Montt-Attn Chile Transfer Atlantic Marine Alabama Main Gate Dunlap Drive Mobile, AL 99999</p>	<p>As Needed</p>	
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<p>POC: Michael Ayson  <u>Michael.ayson.ctr@navy.mil</u>            (850)452-7050  <i>Ship to DODAAC: N79820</i></p>		
<p>4.)Naval Air Station Prison Camp            Bldg 3374            Naval Air Station Prison Camp            Pensacola, FL 32508            POC: Charles Chastain  <u>chuck@regal-select.com</u>            (850)452-9944  <i>Ship to DODAAC: N03774</i></p>	3 Deliveries per week Monday, Wednesday, & Friday	
<p>5.)Eglin Naval School Explosive Ordnance            Bldg 8840            304 N. McCarthy Avenue            Eglin AFB, FL 32542            POC: Michael Ayson  <u>Michael.ayson.ctr@navy.mil</u>            (850)452-7050  <i>Ship to DODAAC: N46207</i></p>	1 Delivery per week Tuesday 0800 - 1200	
<p>6.)Panama City Seashore General            Bldg 485            101 Vernon Avenue            Panama City, FL 32407            POC: Demetris Smith  <u>Demetris.smith@navy.mil</u>            (850)235-5020  <i>Ship to DODAAC: N61331</i></p>	2 Deliveries per week Tuesday & Friday	
<p>7.)NAS CDC Pensacola            3634 Moffatt Rd            Pensacola, FL 32508            POC: Samuel Robinson  <u>Samuel.a.robinson@navy.mil</u>            (717)605-7583  <i>Ship to DODAAC: NAVY01</i></p>	3 Deliveries per week Monday, Wednesday, & Friday	
<p>8.)USS Gates CG-51            NAS Pensacola            Pensacola, FL 32508            POC: Samuel Robinson  <u>Samuel.a.robinson@navy.mil</u>            (717)605-7583  <i>Ship to DODAAC: N21344</i></p>	3 Deliveries per week Monday, Wednesday, & Friday	
<p>9.)Correy Station            Bldg 503            640 Roberts Avenue            Pensacola, FL 32511            POC: Samuel Robinson  <u>Samuel.a.robinson@navy.mil</u></p>	3 Deliveries per week Monday, Wednesday, & Friday	

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(717)605-7583  
*Ship to DODAAC: N32084*

10.)CDC  
3634 Moffatt Rd  
Pensacola, FL 32508  
POC: Samuel Robinson  
[Samuel.a.robinson@navy.mil](mailto:Samuel.a.robinson@navy.mil)  
(717)605-7583  
*Ship to DODAAC: N32271*

3 Deliveries per week Monday, Wednesday, & Friday

**Part 12 Clauses**

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