

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

1. REQUISITION NUMBER  
 PAGE 1 OF 3

2. CONTRACT NO. SPE300-19-D-3226  
 3. AWARD/EFFECTIVE DATE 2019 JUN 20  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:   
 a. NAME  
 b. TELEPHONE NUMBER (No collect calls)  
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300  
 DLA TROOP SUPPORT  
 DIRECTORATE OF SUBSISTENCE  
 700 ROBBINS AVENUE  
 PHILADELPHIA PA 19111-5096  
 USA  
 Local Admin: MARY JAEP PSPTASE Tel: 215-737-5225 Fax: 215-737-7194  
 Email: MARY.JAEP@DLA.MIL

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

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

12. DISCOUNT TERMS  
 Net 30 days

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

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
 SEE SCHEDULE

16. ADMINISTERED BY CODE SPE300  
 SEE BLOCK 9  
 Criticality: PAS: None

17a. CONTRACTOR/ OFFEROR CODE 0GMX0 FACILITY CODE  
 SYSCO SEATTLE, INC. DBA SYSCO  
 Sysco Seattle, Inc.  
 22820 54TH AVE S  
 KENT WA 98032-4898  
 USA

18a. PAYMENT WILL BE MADE BY CODE SL4701  
 DEF FIN AND ACCOUNTING SVC  
 BSM  
 P O BOX 182317  
 COLUMBUS OH 43218-2317  
 USA

TELEPHONE NO. 2067214606

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED.  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

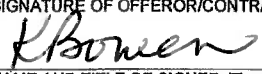
25. ACCOUNTING AND APPROPRIATION DATA

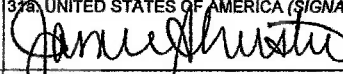
26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
 \$14,200,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED 0000-00-00 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 

32a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 

30b. NAME AND TITLE OF SIGNER (Type or Print) KRISTINE BOWEN, President  
 30c. DATE SIGNED 6/21/19  
 31b. NAME OF CONTRACTING OFFICER (Type or Print) Jamie Shuster  
 31c. DATE SIGNED 2019 JUN 20

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

This contract is awarded to Sysco Seattle in accordance with 10 U.S.C. 2304(c)(1), whereby award was made using other than full and open competition. All terms and conditions of solicitation SPM300-13-R-0052, and the resulting contracts SPE300-14-D-3010 and SPE300-18-D-3198, are incorporated herein and only supplemented by those terms and conditions included in this contract, SPE300-19-D-3226.

This contract provides for prime vendor full line food service for Seattle, Washington and Surrounding Area customers for a period of June 21, 2019 through February 15, 2020.

All of Sysco Seattle's distribution prices remain unchanged from those agreed upon in contracts SPE300-14-D-3010 and SPE300-18-D-3198. All other terms and conditions from that contract, and its underlying solicitation, as provided above remain the same and are only changed when conflicting with the terms and conditions contained within this contract document, which will control in case of a conflict.

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

Estimated Dollar Value: \$5,200,000.00

Maximum dollar value including surge of 275%: \$14,300,000.00

Guaranteed Minimum dollar value of 10% of estimated dollar value: \$ 520,000.00

Block #25, Accounting and Appropriation Data: 97X4930 5CBX 001 2620 S33189

**ADDITIONAL CLAUSES:**

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

(a) Definitions. As used in this clause-

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

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means•

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

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

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

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

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

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