OTTEROR TO COMIT	ACIT/ORDER FOR COM L <i>eite block</i> s <i>12, 17</i>			1. REQUIS			PAGE 1 C	
2. CONTRACT NO.	3. AWARD/EFFECTIVE	4. ORDER NUMB		1000101 5. SOLICIT	_	IMPED	6. SOLICITATION	LISSU
SPE300-21-D-W645	DATE	4. ORDER NOWIS					DATE	
3PE300-21-D-VV045	2020 OCT 02				20-R-X03		2020 AUG	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHO calls)	ONE NUM	BER (No collect	8. OFFER DUE D LOCAL TIME	ATE/
9. ISSUED BY	CODE	SPE300	10. THIS ACQUISIT	TION IS	UNRES	STRICTED OR	SET ASIDE:	9
DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-509 USA Local Admin: Jan Luo DJL0002 fel: [Email: jan.luo@dla.mil]			SMALL BUSIN HUBZONE SM BUSINESS SERVICE-DIS VETERAN-OV SMALL BUSIN	MALL SABLED NOTED	J (WCISB	BUSINESS PROGI SB NA	R THE WOMEN-OW	
11. DELIVERY FOR FOB DESTINA-	12. DISCOUNT TERMS		OWN REE BOOM	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1:	3b. RATING		
TION UNLESS BLOCK IS MARKED SEE SCHEDULE	Net 10	days		NTRACT IS A DRDER UNDE 5 CFR 700)	R 1	4. METHOD OF SO	1 —	FP
15. DELIVER TO	CODE		16. ADMINISTERE	D BY		RFQ L	CODE SPE30	
SEE SCHEDULE			SEE BLOCK 9 Criticality: PAS: Non	e				
7a. CONTRACTOR/ CODE 1	IRBL5 FACILITY		18a. PAYMENT WIL	L BE MADE	BY		CODE SL470	11
OFFEROR Bimbo Bakeries USA, Inc DBA Bakeries USA 255 Business Center Dr Ste 20 HORSHAM PA 19044-3424 USA ELEPHONE NO. 7578577940			DEF FIN AND BSM P O BOX 1823 COLUMBUS C USA	17				
17b. CHECK IF REMITTANC	CE IS DIFFERENT AND PUT S	UCH ADDRESS IN	18b. SUBMIT INVO BELOW IS CH		_	HOWN IN BLOCK 1	18a UNLESS BLOCK	(
19. ITEM NO.	20. SCHEDULE OF SUPPLIE	:S/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
See Sched								
						AL AWARD AMOUN	NT (For Govt. Use	Only)
5. ACCOUNTING AND APPROPE 27a. SOLICITATION INCORPORA					\$250,		NT (For Govt. Use ARE NOT ATTAC ARE NOT ATTAC	CHED.
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27a. SOLICITATION INCORPORA 27b. CONTRACT/PURCHASE OR 28. CONTRACTOR IS REQU COPIES TO ISSUING OFFICE DELIVER ALL ITEMS SET FOR ADDITIONAL SHEETS SUBJECT	RIATION DATA ATES BY REFERENCE FAR 52.212 RDER INCORPORATES BY REFERENCE TO SIGN THIS DOCUMN DE. CONTRACTOR AGREES TO THE TERMS AND CONTRACTOR AND CONTRACT	ENCE FAR 52.212-4. FA ENT AND RETURN O FURNISH AND FIED ABOVE AND O IDITIONS SPECIFIEI	AR 52.212-5 IS ATTAC	AWARD OF 2020-Sep DING ANY AE N IS ACCEPT ES OF AMER N ID HIGH	\$250, ADDENDA CONTRA -22 . Y DITTONS ED AS TO	O00.00 ARE ARE ARE CT: REF. SPE30020RX OUR OFFER ON S OR CHANGES WHO DITEMS: See Scheit CNATURE OF CON	ARE NOT ATTAC	CHED. CHED. OFF CK 5) TH ,
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19.			SCHEDULE	20.	PLIES/SERVI	CES			21.	22.	23	RICE	ΔΜ(24. NUNT
19. ITEM NO.			SCHEDULE	20. E OF SUPP	PLIES/SERVI	CES			QUANTITY	22. UNIT	UNIT P	RICE	AMO	24. DUNT
32a. QUANTITY IN CO		21 HAS												
RECEIVED 32b. SIGNATURE O REPRESENTAT	F AUTH				32c. DA		O IF	32d. PRIN	ACT, EXCEPT ITED NAME A RESENTATIV	ND TITLI	-	RIZED GOV	ERNMENT	
32e. MAILING ADDR	RESS OI	FAUTH	ORIZED GOV	ERNMEN	T REPRESEN	ITATIVE			PHONE NUM		19 (19 (19 (19 (19 (19 (19 (19 (19 (19 (RESENTATIVE
33. SHIP NUMBER		34. VO	UCHER NUMI	BER	35. AMOUNT CORREC		D	36. PAYI	MENT OMPLETE	□ PA	RTIAL	FINAL	7. CHECK	NUMBER
BARTIAL 38. S/R ACCOUNT N	FINAL NO.	39. S/R	VOUCHER N	IUMBER	40. PAID BY			<u> </u>			·- L			-
41a. I CERTIFY THIS 41b. SIGNATURE AI							42b.	RECEIVED	BY (Print) AT (Location) D (YY/MM/DL		42d. TOTAL (CONTAINER	S	
										STA	ANDARD F	FORM 144	19 (REV. 2	/2012)

CONTINUATION SHEET		OF DOCUMENT BEING CO SPE300-21-D-W645	ONTINUED:	PAGE 3 OF 12 PAGES
Part 12 Clauses	*	2		

I. SOLICITATION/CONTRACT FORM

The terms and conditions set forth in solicitation SPE300-20-R-X032 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract:

Your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-20-R-X032 dated September 22, 2020.

II. PERFORMANCE PERIOD:

A. Effective Period of the Contract:

November 8, 2020 through May 7, 2022

Ordering commences on November 8, 2020 with first deliveries beginning November 16, 2020 for Troop customers.

B. ESTIMATED DOLLAR VALUE MAXIMUM

The maximum ceiling on this contract is \$250,000.00

Ft. Carson and	18 – Month	Contract
Model, CO Zone	Estimate	Maximum
Group I: (Colorado)	\$1 31,300.45	\$250,000.00

III. ORDERING CATALOGS

The following are part of Bimbo Bakeries USA offer and are hereby incorporated as part of subject contract:

SUPPLIES OF SERVICES AND PRICES

ITEMS: Fresh Bread and Bakery Items listed in Attachment 1 of this document.

CUSTOMERS: DOD Troop Customers in the Colorado Zone listed in Attachment 3 of this document.

FOB TERMS: FOB Destination for all items.

CATALOG #: DOD Colorado customers will order under SPE300-21-D-W645. Bimbo Bakeries USA will invoice in accordance with

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		SPE30	00-21-D-W645		
Pa	rt 12 Clauses (CONTINUE	ED)			
	the customer's orders.				
	Bimbo Bakeries USA w delivery).	vill not invoke any additional charg	ges for emergency orders (defin	ed as an order that is p	laced for same day
IV.	DELIVERIES AND PERFO	RMANCE			
	The following are the de	esignated plant locations for the pe	erformance of this contract for all	contract line items:	
	Places of Performance	e	Item #:		
	Bimbo Bakeri		6-9 and 12-17		
	7300 Brightor Commerce Ci				
	Bimbo Bakeri	es USA, INC	1-5, 10,11, and 18		
	5050 E Evans Denver, CO 8				
v.	VENDOR POC INFORMA	ATION			
	POINT(S) OF CONTAC	CT FOR ORDERING: Leo Mito	chell		
	PHONE NUMBER: 719	-323-9825			
	EMAIL: leo.mitchell@	grupbimbo.com or centralited	EDlordering@grupobimbo.co	om	
	POINT(S) OF CONTAC	T FOR INVOICING & PAYME	:NT : Netty Pavel;		
	PHONE NUMBER: 866	-492-2242 ext 5056			
	EMAIL: Netty.Pavel@gr	rupobimbo.com			
VI					
	sodium per serving	nd other items (except wheat iter g when available, and fortified with	iron and folate is preferable.		
	B. Wheat brad/rolls: A fiber per serving) preferable.	All sliced bread offered contains w with fewer than 230 milligrams of	hole grains (white with whole groof sodium per serving when a	rains or whole wheat wit railable, and fortified wi	th at least 2.5 grams th iron and folate is

- C. Bagels: Must be hearth baked and made from enriched grains.
- D. English muffins: Must be made from enriched grains.

VII. PACKAGING, PACKING, LABELING, AND MARKINGS

- A. 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 comply with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. The successful awardee is not required to use retail packaging with nutritional information printed on each package. However, the

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				<i>n</i> 2000	210 000			
Part 12 Clauses	(CON	TINU	JED)		×			
award	ee mi	ust pr	rovide nutritional information	(includin	g but not limited to ingredie	nts, servi	ng size, calori	es, carbohydrates,
	1025-00	2	each catalog item after award	1	10700	0.51		
			customer email addresses pro					
	13	1	contractor must provide full information if the nutritional info			16 Contrac	ting Unicer a	no customers, and
C. All items must b	e iden ating v	tified will pi	with readable dates (open coorovide a product code number	de dates) er key/twi	, coded dates, or with color-c ist tie color listing. The prod	luct code	number key/co	olor coded twist tie
awarde	e shal	Il prov	n the actual date of production vide a copy of key/color code to the first delivery.	n or prod s listing	cessing. After award of cont to each destination's receiving	racts unde ng officer a	er this solicitat and each desti	ion, the successful nation's inspection
				All produ	that are supportible and		- termoratura	t be protected
			nclement weather is required. prevent damage.	All proud	acts that are susceptible and	sensitive t	o temperature	must be protected
52.212-5 Contract	Terms	and	Conditions Required to Imp	lement S	Statutes or Executive Order	s-Comme	rcial Items. (A	ug 2020)
			with the following Federal Acons of law or Executive orders				corporated in the	nis contract by
VII, of the Consolida	ated ar	nd Fu	Requiring Certain Internal Confurther Continuing Appropriation ended in continuing resolution	s Act, 20				
			Contracting for Hardware, Soft 34 of Pub. L. 115-91).	ware, an	d Services Developed or Prov	vided by Ka	aspersky Lab a	and Other Covered
(3) <u>52.204-25,</u> Prof 889(a)(1)(A) of Pub			contracting for Certain Telecon 2).	nmunicat	ions and Video Surveillance S	Services or	Equipment. (A	Aug 2020) (Section
(4) <u>52.209-10</u> , Pro	hibitio	n on C	Contracting with Inverted Dom	estic Cor	porations (Nov 2015).			
(5) <u>52.233-3</u> , Prote	st Afte	r Awa	ard (Aug 1996) (<u>31 U.S.C. 355</u>	<u>3</u>).				
(6) <u>52.233-4</u> , Appli	cable	Law f	for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 10	8-78(<u>19</u>	U.S.C. 3805 r	ote)).
(b) The Contractor s this contract by refe	shall co	omply to im	with the FAR clauses in this period of the plant plement provisions of law or E	oaragrap xecutive	h (b) that the Contracting Offic orders applicable to acquisition	cer has inc	licated as bein mercial items:	g incorporated in
[Contracting Officer	check	as a _l	ppropriate.]					
X (1) <u>52.203-6,</u> F <u>S.C. 2402</u>).	Restric	tions	on Subcontractor Sales to the	Governr	nent (June 2020), with Altern	ate I (Oct	1995) (<u>41 U.S</u> .	C. 4704 and 10 U.
X (2) <u>52.203-13</u>	, Contr	ractor	Code of Business Ethics and	Conduct	(Jun 2020) (<u>41 U.S.C. 3509</u>))).		
(3) <u>52.203-15,</u> V 111-5). (Applies to c	Vhistle contrac	blowe cts fur	er Protections under the Amer nded by the American Recove	ican Rec ry and R	overy and Reinvestment Act of einvestment Act of 2009.)	of 2009 (Ju	ın 2010) (Secti	on 1553 of Pub. L.
X (4) <u>52.204-10,</u> note).	, Repo	rting	Executive Compensation and	First-Tie	r Subcontract Awards (Jun 20	20) (Pub.	L. 109-282) (31 U.S.C. 6101
(5) [Reserved].								
(6) _52.204-14,	Servic	e Con	ntract Reporting Requirements	(Oct 201	16) (Pub. L. 111-117, section	743 of Div.	C).	
(7) <u>52.204-15,</u> S	Service	Cont	tract Reporting Requirements	for Indefi	inite-Delivery Contracts (Oct 2	016) (Pub	. L. 111-117, s	ection 743 of Div.
X (8) <u>52.209-6,</u>	Protec	ting t	the Government's Interest Whe	n Subco	ntracting with Contractors De	barred, Su	spended, or P	roposed for
						CONTI	NUED ON NE	XT PAGE

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Part 12 Clauses (CONTINUE	.0)								
Debarment. (Jun 2020) (31 U.S.	C. 6101 note).								
X (9) <u>52.209-9,</u> Updates of Pu	blicly Available Information Regardin	g Responsibility Matters (Oct	2018) (<u>41 l</u>	J.S.C. 2313).					
(10) [Reserved].									
(11) (i) 52.219-3, Notice of HU	JBZone Set-Aside or Sole-Source Av	ward (Mar 2020) (<u>15 U.S.C. 6</u>	57a).						
(ii) Alternate I (Mar 2020) of	52.219-3.								
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive									
the preference, it shall so indicate	e in its offer) (<u>15 U.S.C. 657a</u>).								
(ii) Alternate I (Mar 2020) of _5	52.219-4.								
(13) [Reserved]									
(14) (i) <u>52.219-6,</u> Notice of To	otal Small Business Set-Aside (Mar 2	2020) (<u>15 U.S.C. 644</u>).							
(ii) Alternate I (Mar 2020) of 5	<u>2.219-6</u> .								
(15) (i) <u>52.219-7,</u> Notice of Pa	artial Small Business Set-Aside (Mar	2020) (<u>15 U.S.C. 644</u>).							
(ii) Alternate I (Mar 2020) of 5	<u>2.219-7</u> .								
(16) <u>52.219-8,</u> Utilization of S	Small Business Concerns (Oct 2018)	(15 U.S.C. 637(d)(2) and (3)) .						
X (17) (i) <u>52.219-9,</u> Small Busi	iness Subcontracting Plan (Jun 2020) (<u>15 U.S.C. 637(d)(4)</u>).							
(ii) Alternate I (Nov 2016) of	<u>52.219-9</u> .								
X (iii) Alternate II (Nov 2016) of	f <u>52.219-9</u> .								
(iv) Alternate III (Jun 2020) of	52.219-9.								
(v) Alternate IV (Jun 2020) of	52.219-9								
(18) (i) <u>52.219-13</u> , Notice of S	Set-Aside of Orders (Mar 2020) (15	U.S.C. 644(r)).							
(ii) Alternate I (Mar 2020) of 52.2	19-13.								
(19) <u>52.219-14</u> , Limitations o	n Subcontracting (Mar 2020) (<u>15 U.</u>	S.C. 637(a)(14)).							
X (20) 52.219-16, Liquidated D	Damages-Subcontracting Plan (Jan 1	999) (<u>15 U.S.C. 637(d)(4)(F)</u> ((i)).						
(21) <u>52.219-27</u> , Notice of Ser	rvice-Disabled Veteran-Owned Small	Business Set-Aside (Mar 202	20) (<u>15 U.S</u>	S.C. 657f).					
(22) (i) 52.219-28, Post Award	d Small Business Program Rerepres	entation (May 2020) (<u>15 U.S.C</u>	C. 632(a)(2)).					
(ii) Alternate I (MAR 2020) of 52	.219-28.	¥							
(23) <u>52.219-29</u> , Notice of Set- (Mar 2020) (<u>15 U.S.C. 637(m</u>)).	-Aside for, or Sole Source Award to,	Economically Disadvantaged	Women-Ov	vned Small Business Concerns					
(24) <u>52.219-30</u> , Notice of Set Owned Small Business Program	t-Aside for, or Sole Source Award to, (Mar2020) (15 U.S.C. 637(m)).	Women-Owned Small Busine	ess Concerr	ns Eligible Under the Women-					
(25) <u>52.219-32</u> , Orders Issued	d Directly Under Small Business Res	erves (Mar 2020) (<u>15 U.S.C.</u> (644(r)).						
(26) <u>52.219-33</u> , Nonmanufac	turer Rule (Mar 2020) (<u>15U.S.C. 63</u>	7(a)(17)).							
X (27) <u>52.222-3</u> , Convict Labo	r (Jun 2003) (E.O.11755).								
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X (28) <u>52.222-19</u> , Child Labor-	-Cooperation with Authorities and Re	emedies (Jan2020) (E.O.1312	26).		
X (29) 52.222-21, Prohibition o	f Segregated Facilities (Apr 2015).				
X (30) (i) <u>52.222-26,</u> Equal C	Opportunity (Sep 2016) (E.O.11246)				
(ii) Alternate I (Feb 1999) of 52	<u>2.222-26</u> .				
X (31) (i) <u>52.222-35</u> , Equal C	Opportunity for Veterans (Jun 2020)	(<u>38 U.S.C. 4212</u>).			
(ii) Alternate I (Jul 2014) of 52.	<u>.222-35</u> .			0	
X (32) (i) <u>52.222-36</u> , Equal O	pportunity for Workers with Disabilit	es (Jun 2020) (29 U.S.C. 79	3).		
(ii) Alternate I (Jul 2014) of 52.	.222-36.				
X (33) <u>52.222-37</u> , Employmen	t Reports on Veterans (Jun 2020) (38 U.S.C. 4212).			
X (34) 52.222-40, Notification of	of Employee Rights Under the Nation	nal Labor Relations Act (Dec	2010) (E.O.	13496).	
X (35) (i) <u>52.222-50</u> , Combatin	ng Trafficking in Persons (Jan 2019)	(22 U.S.C. chapter 78 and E	.O. 13627).		
(ii) Alternate I (Mar 2015) of 52	2.222-50 (22 U.S.C. chapter 78 and	E.O. 13627).			
	t Eligibility Verification (Oct 2015). (E If items or certain other types of con				
	Percentage of Recovered Material C tion of commercially available off-the		ems (May 2	2008) (<u>42 U.S.C. 69</u>	962(c)(3)(A)
(ii) Alternate I (May 2008) of _5 items.)	52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisit	ion of comn	nercially available of	f-the-shelf
(38) <u>52.223-11</u> , Ozone-Depleti	ing Substances and High Global Wa	rming Potential Hydrofluoroc	arbons (Jun	2016) (E.O. 13693)	i.
(39) <u>52.223-12</u> , Maintenance,	Service, Repair, or Disposal of Refe	igeration Equipment and Air	Conditioner	s (Jun 2016) (E.O. 1	3693).
(40) (i) <u>52.223-13</u> , Acquisition	of EPEAT®-Registered Imaging Equ	uipment (Jun 2014) (E.O.s 13	423 and 13	514).	
(ii) Alternate I (Oct 2015) of _52	<u>2.223-13</u> .				
(41) (i) 52.223-14, Acquisition	of EPEAT®-Registered Televisions	(Jun 2014) (E.O.s 13423 and	13514).		
(ii) Alternate I (Jun2014) of 52	2.223-14.				
(42) <u>52.223-15</u> , Energy Efficien	ncy in Energy-Consuming Products	(May 2020) (<u>42 U.S.C. 8259</u> b	2).		
(43) (i) <u>52.223-16</u> , Acquisition	of EPEAT®-Registered Personal C	omputer Products (Oct 2015)	(E.O.s 134	23 and 13514).	
(ii) Alternate I (Jun 2014) of 52	2.223-16.				
X (44) _52.223-18, Encouraging	g Contractor Policies to Ban Text Me	ssaging While Driving (Jun 2	020) (E.O. ⁻	13513).	
(45) <u>52.223-20</u> , Aerospls (Jun	2016) (E.O. 13693).				
(46) <u>52.223-21</u> , Foams (Jun20	016) (E.O. 13693).				
(47) (i) <u>52.224-3</u> Privacy Traini	ing (Jan 2017) (5 U.S.C. 552 a).				
(ii) Alternate I (Jan 2017) of 52	2.224-3.				
(48) <u>52.225-1</u> , Buy American-S	Supplies (May 2014) (41 U.S.C. cha	oter 83).			
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(49) (i) <u>52.225-3</u> , Buy Americ <u>S.C. 2112</u> note, <u>19 U.S.C. 3805</u> 110-138, 112-41, 112-42, and 11	note, 19 U.S.C. 4001 note, Pub. L	Frade Act (May 2014) (<u>41 U.S</u> 103-182, 108-77, 108-78, 10	C.chapter83, <u>19 U.S.C. 3301</u> note, <u>3-286, 108-302, 109-53, 109-169, 109</u>	<u>19 U.</u> ⊦283,
(ii) Alternate I (May 2014) of §	<u>52.225-3</u> .			
(iii) Alternate II (May 2014) of	52.225-3.			
(iv) Alternate III (May 2014) of	<u>52.225-3</u> .			
(50) <u>52.225-5</u> , Trade Agreem	nents (Oct 2019) (<u>19 U.S.C. 2501</u> ,	et seq., <u>19 U.S.C. 3301</u> note)		
X (51) 52.225-13, Restrictions Foreign Assets Control of the De		2008) (E.O.'s, proclamations,	and statutes administered by the Offic	æ of
	Performing Private Security Function of for Fiscal Year 2008; 10 U.S.C.		Oct 2016) (Section 862, as amended, o	of the
(53) 52.226-4, Notice of Disas	ster or Emergency Area Set-Aside (I	Nov2007) (<u>42 U.S.C. 5150</u>).		
(54) <u>52.226-5</u> , Restrictions o	n Subcontracting Outside Disaster o	Emergency Area (Nov2007)	(42 U.S.C. 5150).	
(55) <u>52.229-12</u> , Tax on Certa	in Foreign Procurements (Jun 2020)).		
(56) <u>52.232-29</u> , Terms for Fir	nancing of Purchases of Commercia	Il Items (Feb 2002) (<u>41 U.S.C.</u>	4505, 10 U.S.C. 2307(f)).	
(57) 52.232-30, Installment P	ayments for Commercial Items (Jan	2017) (<u>41 U.S.C. 4505</u> , <u>10 U.S</u>	S.C. 2307(f)).	
X (58) <u>52.232-33,</u> Payment by	y Electronic Funds Transfer-System	for Award Management (Oct2	018) (<u>31 U.S.C. 3332</u>).	
(59) <u>52.232-34</u> , Payment by E	Electronic Funds Transfer-Other that	System for Award Managem	ent (Jul 2013) (31 U.S.C. 3332).	
(60) <u>52.232-36</u> , Payment by	Third Party (May 2014) (31 U.S.C.	3332).		
(61) <u>52.239-1,</u> Privacy or Sec	curity Safeguards (Aug 1996) (<u>5 U.S</u>	C. 552a).		
(62) <u>52.242-5,</u> Payments to 5	Small Business Subcontractors (Jan	2017) (15 U.S.C. 637(d)(13))		
(63)				
(i) 52.247-64, Preference for Pri	vately Owned U.SFlag Commercia	Vessels (Feb 2006) (<u>46 U.S.</u>	C. Appx. 1241(b) and 10 U.S.C. 263	<u>1</u>).
(ii) Alternate I (Apr 2003) of 5	<u>2.247-64</u> .			
(iii) Alternate II (Feb 2006) of	52.247-64.			
(c) The Contractor shall comply windicated as being incorporated in commercial items:	vith the FAR clauses in this paragraph this contract by reference to implement	on (c), applicable to commercia ment provisions of law or Exec	al services, that the Contracting Officer utive orders applicable to acquisitions	r has of
[Contracting Officer check as app	propriate.]			
(1) <u>52.222-41</u> , Service Contra	act Labor Standards (Aug 2018) (<u>41</u>	U.S.C. chapter67).		
(2) 52.222-42, Statement of	Equivalent Rates for Federal Hires (May 2014) (<u>29 U.S.C. 206</u> and	41 U.S.C. chapter 67).	
(3) <u>52.222-43</u> , Fair Labor Sta (Aug 2018) (29 U.S.C. 206 and <u>4</u>	ndards Act and Service Contract La 41 U.S.C. chapter 67).	bor Standards-Price Adjustme	nt (Multiple Year and Option Contracts	;)
(4) <u>52.222-44</u> , Fair Labor Sta <u>S.C. chapter 67</u>).	andards Act and Service Contract La	bor Standards-Price Adjustme	nt (May 2014) (29U.S.C.206 and 4	<u>1 U.</u>
(5) <u>52.222-51</u> , Exemption from	n Application of the Service Contrac	t Labor Standards to Contract	s for Maintenance, Calibration, or Rep CONTINUED ON NEXT PAGE	air of

CONTINUATION SHEET	CANDON CONTRACTOR SANCTON CONTRACTOR CONTRACTOR SANCTON CONTRACTOR	F DOCUMENT BEING (E300-21-D-W645	CONTINUED:	PAGE 9	OF 12 PAGES
Part 12 Clauses (CONTINUE	ED)				
Certain Equipment-Requirements	s (May 2014) (<u>41 U.S.C. chapt</u> e	er 67).			
(6) <u>52.222-53,</u> Exemption fro 2014) (<u>41 U.S.C. chapter 67</u>).	om Application of the Service C	contract Labor Standards t	o Contracts for Certa	in Services-Re	equirements (May
(7) <u>52.222-55,</u> Minimum Wag	ges Under Executive Order 136	558 (Dec 2015).			
(8) <u>52.222-62,</u> Paid Sick Lea	eve Under Executive Order 137	'06 (Jan 2017) (E.O. 1370	6).		
X (9) <u>52.226-6,</u> Promoting Exc	cess Food Donation to Nonpro	fit Organizations (Jun 202	0) (<u>42 U.S.C. 1792</u>).		
(d) Comptroller General Examina awarded using other than sealed contract, and does not contain the	bid, is in excess of the simplifi-	ed acquisition threshold, a			
(1) The Comptroller General of the examine any of the Contractor's of				shall have acc	ess to and right to
(2) The Contractor shall make avor reproduction, until 3 years afte Records Retention, of the other cterminated shall be made available clause or to litigation or the settle or claims are finally resolved.	er final payment under this cont clauses of this contract. If this c ole for 3 years after any resultin	ract or for any shorter per contract is completely or pa ng final termination settlem	iod specified in FAR s artially terminated, the ent. Records relating	subpart <u>4.7,</u> 0 e records relat to appeals un	Contractor ing to the work der the disputes
(3) As used in this clause, record- regardless of form. This does not course of business or pursuant to	t require the Contractor to creat				
(e)					
(1) Notwithstanding the requiremendown any FAR clause, other than extent of the flow down shall be a	those in this paragraph (e)(1)	ohs (a), (b), (c), and (d) of in a subcontract for comn	this clause, the Contr nercial items. Unless	actor is not re otherwise indi	quired to flow cated below, the
(i) <u>52.203-13,</u> Contractor Code of	of Business Ethics and Conduc	et (Jun 2020) (<u>41 U.S.C. 3</u>	3509).		
(ii) <u>52.203-19,</u> Prohibition on Rec VII, of the Consolidated and Furth appropriations acts (and as exten	her Continuing Appropriations	Act, 2015 (Pub. L. 113-23	atements (Jan 2017) 5) and its successor p	(section 743 o provisions in s	f Division E, Title ubsequent
(iii) <u>52.204-23,</u> Prohibition on Co Entities (Jul 2018) (Section 1634	ontracting for Hardware, Softwa of Pub. L. 115-91).	are, and Services Develop	ed or Provided by Ka	aspersky Lab a	and Other Covered
(iv) <u>52.204-25,</u> Prohibition on Co 889(a)(1)(A) of Pub. L. 115-232).		nunications and Video Sur	veillance Services or	Equipment. (A	Aug 2020) (Section
(v) <u>52.219-8,</u> Utilization of Small subcontracting opportunities. If th FAR <u>19.702(a)</u> on the date of su subcontracting opportunities.	ne subcontract (except subcont	tracts to small business co	ncerns) exceeds the	applicable thre	eshold specified in
(vi) 52.222-21, Prohibition of Sec	gregated Facilities (Apr 2015).				
(vii) <u>52.222-26,</u> Equal Opportuni	ity (Sep 2015) (E.O.11246).				
(viii) <u>52.222-35,</u> Equal Opportuni	ity for Veterans (Jun 2020) (38	U.S.C. 4212).			
(ix) <u>52.222-36,</u> Equal Opportunit		59 Fig. Co. 11	<u>13</u>).		
(x) <u>52.222-37</u> , Employment Repo					
(xi) <u>52.222-40</u> , Notification of Er	nployee Rights Under the Nation	onal Labor Relations Act (3750		
			CONTIN	IUED ON NE	XT PAGE

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Part 12 Clauses (C	ONTI	NUE	ED)									
accordance with para	graph	(f) of	f FAR c	ause _5	52.222-	<u>40</u> .						
(xii) <u>52.222-41</u> , Servi	ice Cor	ntrac	ct Labor	Standa	rds (Au	g2018)	(41 U.S	.C. chapter	67).			
(xiii)												
(A) <u>52.222-50</u> , Comb	ating 7	Гraffi	ficking ir	Person	ıs (Jan	2019) ((22 U.S.	C. chapter 7	78 and E.O 1362	7).		
(B) Alternate I (Mar20)15) of	52.	.222-50	(22 U.S	S.C. ch	apter 7	8 and E.	O. 13627).				
(xiv) 52.222-51, Exer Certain Equipment-Re	mption equirer	from ment	n Applic ts (May	ation of 2014) (<u>4</u>	the Sei	vice C	ontract L ter 67).	abor Stand	ards to Contracts	for Mainte	nance, Calibr	ation, or Repair of
(xv) <u>52.222-53</u> , Exer (May2014) (<u>41 U.S.C</u>				ation of	the Se	rvice C	ontract L	abor Stand	lards to Contracts	for Certain	Services-Re	quirements
(xvi) <u>52.222-54</u> , Emp	oloyme	nt El	ligibility	Verificat	tion (Oc	t 2015) (E.O. 1	2989).				
(xvii) <u>52.222-55</u> , Mir	nimum '	Wag	ges Und	er Exec	utive O	rder 13	658 (De	c 2015).				
(xviii) <u>52.222-62</u> , Pai	d Sick	Leav	ve Unde	r Execu	ıtive Or	der 13	706 (Jan	2017) (E.C). 13706).			
(xix)												
(A) <u>52.224-3</u> , Privacy	/ Traini	ing ((Jan 201	7) (<u>5 U</u> .	S.C. 5	52a).						
(B) Alternate I (Jan 20	017) of	52	2.224-3.									
(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).												
(xxi) <u>52.226-6</u> , Promwith paragraph (e) of	noting f	Exce	ess Foo se 52.22	l Donati 6-6.	ion to N	lonprof	it Organi	izations (Ju	n 2020) (<u>42 U.S</u>	C. 1792). F	Flow down req	uired in accordance
(xxii) <u>52.247-64</u> , Pre- Flow down required in	ference	e for rdan	r Private	y Owne paragra	ed U.S iph (d)	Flag C	ommero clause s	ial Vessels 52.247-64.	(Feb 2006) (46 L	J.S.C. Appx	. 1241(b) and	10 U.S.C. 2631).
(2) While not required to satisfy its contract.	d, the C	Contr gatio	ractor mons.	ay inclu	ide in it	s subc	ontracts	for commer	cial items a minir	mal number	of additional	clauses necessary
(End of clause)												
52.204-19 INCORP												
52.204-24 REPRES	2020)	FA	AR									
The Offeror shall not covered telecommun contract, subcontract Representation, or in	complication	ete t	the representation	t or serv	vices as	a part	of its off	at 52 204	cts or services to -26. Covered Tel	ecommunio	rnment in the ations Equipr	nent or Services
(a) Definitions. As us	sed in t	this p	provisio	n-								
Backhaul, covered to and substantial or es Telecommunications	sential	com	nponent	have th	ne meai	nings p	rovided	technology in the claus	y, interconnection e 52.204 -25, Pro	n arrangem phibition on	ents, reasona Contracting fo	or Certain
(b) Prohibition.												
										CONT	INUED ON I	NEXT PAGE

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Part 12 Clauses (CONTINUED)

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115 -232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
 - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115 -232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to --
 - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for ``covered telecom imprications equipment or services."
- (d) Representations, The Offeror represents that -
 - (1) It [] will, [X] will not provide covered telecommunications equipment or services to the S vernment in the performance of any contract, subcontract of other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that --
 - It [] does, [X] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds ``does" in paragraph (d)(2) of this section.
- (e) Disclosures. (
 - 1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded ``will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment --
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (ii) For covered services --
 - (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded ``does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment --
 - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
 - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
 - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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Part 12 Clauses (CONTINUED)
(ii) For covered services
(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
(End of provision)
252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR
252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) DFARS
Attachments
List of Attachments
File Name Description ATTACH_Attachment_1_S Chedule of Items.xlsx ATTACH_Attachment_2_N Attachment 2 - New Item Request_Form Request_docx ATTACH_Attachment_3 Delivery_Schedule ATTACH_Attachment_4_ Strokedule_ATTACH_Attachment_4_ STORES_EDI_Manual ATTACH_SPE30020DW63 SF300-20-D-W639 SF1449 9_Signed STROKES_EDI_Manual Signed ATTACH_SPE30020DW63 SF300-20-D-W639 SF1449 9_Signed STROKES_EDI_Manual Signed ATTACH_SPE30020DW63 SF300-20-D-W639 SF1449 9_Signed STROKES_EDI_Manual Signed ATTACH_SPE30020DW63 SF300-20-D-W639 SF1449 9_Signed STROKES_EDI_Manual SIGNED_PDF

SPE300-21-D-W645: Bread and Bakery Items for Colorado Group I: Ft. Carson and Model

	·					November 8,2020 -May 7,2022				
										Lead
			Product	Count per	PKG Size	Estimate	Price per	Price per	Total Price per	Time in
Item	Item Name/Description	Stock Number	Code	PKG	in OZ	LBS	PKG	LBS	LBS	Hours
1	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 32 OZ EA	892001E110828	8879	1	32	1272		\$0.00	0.00	168 Hours
2	BREAD, SOURDOUGH, FRESH, SLICED, 32 OZ EA	892001E112593	8893	1	32	527		\$0.00	0.00	168 Hours
3	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	892001E113024	5275	1	24	6052		\$0.00	0.00	168 Hours
4	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	892001E113037	8730	1	24	8618		\$0.00	0.00	168 Hours
5	BREAD, WHOLE WHEAT, FRESH, SLICED, ROUND TOP, 24 OZ PG	892001E113042	7933	1	24	6709		\$0.00	0.00	168 Hours
6	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 18 OZ PG	892001E117989	5663	12	18	10626		\$0.00	0.00	168 Hours
7	ROLLS, DINNER, FRESH, WHOLE WHEAT, PAN BAKED, 12/PG, 18OZ	892001E113766	5573	12	18	3253		\$0.00	0.00	168 Hours
8	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, PAN BAKED, 6 PER 15 OZ PG	892001E113830	2120	6	15	4606		\$0.00	0.00	168 Hours
9	ROLLS, KAISER, FRESH, WHITE, HEARTH BAKED, ENRICHED, 8/PG, 21 OZ	892001E115191	7945	8	21	1056		\$0.00	0.00	168 Hours
10	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 20 OZ PG	892001E115994	2773	1	20	1235		\$0.00	0.00	168 Hours
11	BREAD, MULTI-GRAIN, FRESH, 24 OZ PG	892001E116959	8256	1	24	4163		\$0.00	0.00	168 Hours
12	MUFFIN, ENGLISH, FRESH, 6 PER 12.5 OZ PG	892001E117974	7574	6	12.5	3686		\$0.00	0.00	167 Hours
13	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 24 OZ PG	892001E118069	5662	12	24	8193		\$0.00	0.00	168 Hours
14	BAGELS, PLAIN, FRESH, 6 PER 20 OZ PG	892001E119560	7078	6	20	5095		\$0.00	0.00	168 Hours
15	BAGELS, CINNAMON, FRESH, 6 PER 20 OZ PG	892001E119561	7079	6	20	4375		\$0.00	0.00	168 Hours
16	BAGELS, BLUEBERRY, FRESH, 6 PER 20 OZ PG	892001E119610	7075	6	20	3409		\$0.00	0.00	168 Hours
17	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 18 OZ PG	892001E119640	2389	12	18	5052		\$0.00	0.00	168 Hours
18	BREAD, WHITE, FRESH, IRON KIDS, ROUND TOP, SLICED, 20 OZ PG	892001E220218	3087	1	20	4669		\$0.00	0.00	168 Hours

Aggregate Total Price \$ 131,300.45

SPE300-21-D-W645 Attachment #3 Delivery Schedule

ORDERING				DELIVERY		DELIVERY C	DELIVERY	DELIVERY			
	SHIPTO	DELIVERY_NAME	DELIVERY_FACILITY	_	ADDRESS	ITY	_STATE		DELIVERY_INSTRUCTIONS	DELIVERY_SCHEDULE	Lead Time
W51HQ1	YDF020	CULINARY	CULINARY ACADEMY	BLDG 2461	7098 MCGRATH AVE	FT. CARSON	CO	80913		Monday, Tuesday, Thursday and Friday	168 Hours
W51HQ1	YDF002	10TH SFG DFAC	10TH SPECIAL FORCES DFAC	BLDG 7481	7830 BAD TOELZ RD	FT. CARSON	CO	80913	POC 719-524-1368	Monday, Tuesday, Thursday and Friday	168 Hours
		WARFIGHTER DFAC	WARFIGHTER DFAC FT		10129 WARFIGHTER	FORT					
W51HQ1	W0VNK1	FT CARSON	CARSON	BLDG 9439	RD	CARSON	CO	80913	POC 719-503-5016	Monday, Tuesday, Thursday and Friday	168 Hours
		143RD @ FORT				FORT					
W51HQ1	WPAZAA	CARSON, CO	143RD @ FORT CARSON, CO		5109 SPECKER AVE	CARSON	CO	80913	TMD - J4-512-782-3807	Monday, Tuesday, Thursday and Friday	168 Hours
		COLORADO ARMY	COLORADO ARMY NG IN FT			FORT			POC MATTHEW GLENNEY		
W51HQ1	W5J9TS	NG IN FT CARSON	CARSON CO	BLDG 350	5109 SPECKER AVE	CARSON	CO	80913	720-250-1226	Monday, Tuesday, Thursday and Friday	168 Hours
W51HQ1	YDF010	WOLF DFAC	WOLF DFAC	BLDG 1444	59 SPECKER AVE	FT. CARSON	CO	80913	POC 719-526-2619	Monday, Tuesday, Thursday and Friday	168 Hours
						FORT					
W51HQ1	W51HQG	con	SSMO FT CARSON	BLDG 350	5109 SPECKER AVE	CARSON	CO	80913	POC 719-526-5195	Monday, Tuesday, Thursday and Friday	168 Hours
		FT CARSON @									
		GUERNSEY - PV	FT CARSON @ GUERNSEY - PV			CP					
W51HQ1	W81DFE	RATIONS	RATIONS		BLDG 350	GUERNSEY	WY	82214		Tuesday and Friday	168 Hours
		CARSON CAFE FT				FORT					
W51HQ1	W0VN40	CARSON	CARSON CAFE FT CARSON	BLDG 2061	MCGRATH AVE.	CARSON	CO	80913	POC 719-526-6894	Monday, Tuesday, Thursday and Friday	168 Hours
					6811 UTAH BEACH						
W51HQ1	YDF030	STACK DFAC	STACK DFAC	BLDG 2330	DR	FT CARSON	CO	80913	POC 719-526-0288	Monday, Tuesday, Thursday and Friday	168 Hours
		JOINT NCO				FORT					
W51HQ1	W6YQ3D	ACADEMY	JOINT NCO ACADEMY	BLDG 9120	8721 HAMROCK RD	CARSON	CO	80913		Monday, Tuesday, Thursday and Friday	168 Hours
		ARMY BRIGADE @	ARMY BRIGADE @ PINON								
W51HQ1	W81AL9	PINON CANYON	CANYON	BLDG 150	36086 U.S. HWY 350	MODEL	CO	81059	DELIVER TO BLDG 350	Monday and Thursday	168 Hours